

AGREEMENT

BETWEEN

THE TOWNSHIP OF LAKEWOOD

AND

INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

LOCAL 97

1 JANUARY 2011 to 31 DECEMBER 2012

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>NAME</u>	<u>PAGE #</u>
I	Recognition	2
II	Union Dues	2
III	Grievance Procedure	4
IV	Seniority	5
V	Longevity	6
VI	Wages – Callback – Out of Title	6
VII	Hours of Work, Overtime and Standby	6
VIII	Emergencies	8
IX	Work in Higher Classification, Job Posting, Work Clothes	8
X	Safety	9
XI	Holidays	10
XII	Vacations	10
XIII	Absences	11
XIV	Stewards	14
XV	Insurance	15
XVI	Management Rights	16
XVII	Jurisdiction of NJDOP	17
XVIII	Management of Township Affairs	17
XIX	DPW Work Rules; Penalties for Infraction of Rules	17
XX	Employee Death	20
XX	Term	21

PREAMBLE

THIS AGREEMENT, made this ____ day of _____ 20____, by and between the TOWNSHIP OF LAKEWOOD, in the County of Ocean, New Jersey, a municipal corporation of the State of New Jersey, hereinafter referred to as the "TOWNSHIP", and TEAMSTERS LOCAL 97 OF NEW JERSEY, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "UNION", represents the complete and final understanding on all bargainable issues between the Township and the Union.

I. RECOGNITION

The Township affirms its recognition of the union as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all blue-collar, non supervisory employees employed by the Township in the Department of Public Works except office clerks, supervisors, foremen and superintendents.

The following other existing employee classifications are to be excluded from coverage under the contract:

1. Superintendents and Foremen;
2. Assistant Superintendents and Foremen;
3. Head Mechanic;
4. Blue-collar employees of the Township not assigned to the Department of Public Works.

Also excluded from the provisions of this agreement are probationary employees and those employed on a temporary seasonal or casual basis.

II. UNION DUES

A. Pursuant to NJS 52:14-15.9(e), as amended, the Township agrees to deduct the union's monthly dues and initiation fees from the pay of the employees who authorize the Township in writing to do so. Deductions shall be made either from the first or second pay period of each month. All amounts deducted shall be remitted to the union once a month no later than the tenth day of the month following deduction. The Township agrees to furnish the union upon request, monthly, with a list of all employees whose dues and initiation fees have been deducted. The Township also agrees to furnish the union upon request, not more than monthly, with a list of newly hired employees and terminated employees. The union will advise the Township in writing of the amount of the initiation fees and monthly dues.

B. Representation Fee (Agency Shop)

1. Subject to the conditions set forth in the paragraphs below, all eligible nonmember employees in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative during the term of this agreement. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

2. Amount of fee

Prior to the beginning of each contract year, the union will notify the Township in writing of the amount of regular membership dues, initiation fees and assessments charged by the union to its own members for that contract year, and the amount of the representation fee for that contract year. Any changes in the representation fee structure during the contract year shall be in accordance with B.1 above.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

3. Deduction and transmission of fee

After verification by the Township that an employee must pay the representation fee, the Township will deduct the fee for all eligible employees in accordance with this article.

The mechanics of the deduction of representation fees and the transmission of such fees to the union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the union.

The Township shall deduct the representation fee as soon as possible after the tenth day following reentry into this unit for employees who previously served in a position identified as employees returning from leave without pay, and for previous employee members who become eligible for the representation fee because of non-member status.

The Township shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

4. Demand and return system

The representation fee in lieu of dues only shall be available to the union if the procedures hereafter are maintained by the union.

The burden of proof under this system is on the union.

The union shall return any portion of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of other benefits available only to members of the majority representative.

The employee shall be entitled to a review of the amount of the representation fee by requesting the union to substantiate the amount charged for the representation fee. This review shall be in conformance with the internal steps and procedures established by the union.

An employee who is dissatisfied with the union's decision may appeal to the Public Employment Relations Commission Appeal Board.

5. Township held harmless

The union hereby agrees that it will indemnify and hold the Township harmless from any claims, actions or proceedings brought by any employee in the negotiations unit which arises from an agreement to deduct made by the Township in accordance with this provision. Neither the Township nor the employee shall be responsible for any back payment of the representation fee for any cause upon the entry or reentry of the employee into the union from an excluded position or another unit.

The term excluded position shall include but not be limited to confidential, managerial and exempted positions.

If violations of any frame occur regarding representation fee deduction, and they are brought to the attention of the Township, the Township shall review the matter and solve the problem on a prospective basis.

6. Legal requirements

Provisions in this clause are further conditioned upon all other requirements set by statute.

III. GRIEVANCE PROCEDURE

Section A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee to discuss a matter informally with any appropriate member of his departmental supervisor staff, with or without the presence of the shop steward, at a mutually convenient time, provided there is no undue interference with departmental operations.

Section B. Definitions

1. A grievance is defined as any dispute, controversy or issue involving the interpretation, application or violation, (alleged or otherwise) of any provision of this Agreement or regarding employment or the application of any rules, regulations, ordinance and/or statute which actually affects working conditions.

2. A "grievant" is defined as any bargaining unit employee or party to this agreement who has a grievance as defined herein. The Union may file a grievance on behalf of an injured or unavailable employee and may file a class grievance on behalf of two or more employees if the grievance involves common issues of fact and law.

3. A "written grievance" shall comply with the following criteria:
- It shall set forth the name of the employee(s) and/or party alleged to be aggrieved.
 - It shall set forth the date of the occurrence or event giving rise to the grievance.
 - It shall set forth a concise statement of the facts giving rise to the grievance.
 - It shall state the specific section of the agreement, policy or administrative decision which forms the basis of the grievance.
 - It shall set forth the specific relief requested.

4. Disputes concerning terms and conditions of employment governed by state or federal statute or state or federal administrative regulations, incorporated by reference in this Agreement either expressly or by operation of law, shall not proceed beyond Step 2.

STEP 1. An employee having a grievance shall present it orally, either individually or in the presence of the union steward or a member of the union shop committee, to his immediate supervisor, within ten (10) working days after the occurrence of the matter has been grieved. If such grievance is not forthcoming within ten days, it shall be considered null and void.

STEP 2. If the grievance is not satisfactorily adjusted, within five (5) working days after presentation to the immediate supervisor, the grievance shall be presented in writing to the Municipal Manager by the union steward or shop committee member involved in Step 1 of the grievance. The Municipal Manager shall, on receipt of the grievance, designate a time within fifteen (15) working days for discussion of the grievance with the aggrieved employee and the union shop committee.

Step 1 and Step 2 may be presented and discussed during or after working hours. A mutually agreeable time will be arranged among the Superintendent of Public Works, the chairman of the union shop committee, and the Municipal Manager.

An aggrieved employee shall suffer no loss of pay as a result of time spent in his own behalf in any hearing.

Failure of an aggrieved party to pursue the grievance to the next step, in accordance with the time limits set forth herein, shall constitute abandonment of the grievance, unless both parties agree to a waiver.

STEP 3. If the grievance is not decided at Step 2 to the satisfaction of either the union or the Township, either party may submit the dispute to the Public Employment Relations Commission (PERC) within thirty (30) days following the issuance of the decision at Step 2. An arbitrator shall be designated by PERC in accordance with applicable statutes and administrative regulations.

The decision of the arbitrator shall in no way alter, add or detract from the contract. The decision of the arbitrator shall be binding on the parties.

The entire cost of the arbitration shall be borne by the Union, Local 97 International Brotherhood of Teamsters. There shall be no cost incurred by the Township as the result of any grievance that proceeds to Step 3.

The parties may mutually agree to an extension of time lines with the above steps.

IV. SENIORITY

A. An employee must be a regular, full time employee in order to be eligible to accrue seniority.

When employees are laid off, seniority and reemployment rights shall be determined in accordance with New Jersey Department of Personnel Rules and Regulations.

B. A newly hired employee who previously worked with the Township but who was terminated or resigned for any reason shall be considered a new employee. All calculations of benefits based on seniority shall be from the date of last hire.

C. No benefits shall accrue to a temporary employee for sick leave, vacations, pension plan or other benefits other than when an employee's employment shall be made permanent, in which case all benefits shall relate back to the time of initial hiring.

D. Upon completion of the probationary period, all employees shall enjoy seniority status from the date of last hiring. Employees shall have no seniority rights during the probationary period. Their employment may be terminated at any time in the sole discretion of the Township. Discharge during the probationary period shall not be subject to the grievance and advisory procedure.

V. LONGEVITY

Longevity shall be in accordance with the Township Personnel Policies and ordinances governing the employees covered by this Agreement. However, any employees hired after 1 January 1993, shall not be entitled to any longevity payment. Employees "grandfathered" (hired prior to January 1993) shall continue to receive longevity as follows:

Completed Years of Service

- 1.5% upon completion of 3rd year of service, at beginning of 4th year,
- 3.0% upon completion of 7th year of service, at beginning of 8th year,
- 4.5% upon completion of 11th year of service, at beginning of 12th year,
- 6.0% upon completion of 15th year of service, at beginning of 16th year,
- 7.5% upon completion of 19th year, at beginning of 20th year.

VI. WAGES – CALLBACK-OUT OF TITLE

1) Wages The hourly rate of pay for each employee in the bargaining unit shall be based upon the employee's position classification as set forth in Schedule "A" which is appended hereto and incorporated herein.

2) Callback In the event an employee is called back to work from their home and after the termination of their shift, they shall be entitled to two hours of overtime pay. However, at the discretion of the department head an employee can be assigned as required during the two-hour call-back.

3) Out of Title Employees who work out of title at a higher classification for three (3) consecutive days shall receive out of title pay retroactive to the first day.

4) Any errors on an employees pay check which substantially or significantly affects that employee's pay will be corrected within three (3) working days.

VII. HOURS OF WORK, OVERTIME AND STANDBY

A. This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or week or of days of work per week and shall not apply to part time workers.

B. The basic workweek shall consist of forty (40) hours from Monday to Friday inclusive. The basic workday shall consist of eight (8) hours per day exclusive of a thirty (30) minute lunch period.

C. The normal starting time shall be 7:00 a.m. and quitting time 3:30 p.m.

D. Upon the agreement of all other Township bargaining units, Local 97 agrees to move a bi-weekly payroll. Without the acceptance of all other bargaining units, the current weekly payroll shall continue. The normal yearly hours for employees covered by this Agreement shall be 2,080 hours, exclusive of any overtime hours worked.

E. All overtime shall be authorized in advance by a supervisor or department head.

F. Time and one-half premium pay shall be paid for all hours in excess of eight (8) hours worked in one day or in excess of forty (40) hours per week. When required to work on an official Township holiday, an employee shall receive one day's regular pay for the holiday, in addition to payment at the rate of time and one-half for all the hours worked.

G. Employees working in excess of 12 consecutive hours shall receive double time for work in excess of 12 hours.

H. The Township will establish a rotating overtime list, with employees ranked according to seniority and skills. The list will be used in assigning overtime, provided the employee possesses the necessary skills.

I. The Township reserves the right to require qualified employees to work overtime whenever conditions so warrant, provided such right shall be exercised capriciously.

J. Cost of Meals:

1. Employees working overtime between the hours of 4 a.m. and 11 a.m. inclusive shall be reimbursed for the cost of breakfast at the rate of \$5.00. Employees working overtime between the hours of 11 a.m. and 5 p.m. and 10 p.m. to 4 a.m. inclusive, shall be reimbursed for the price of lunch at the rate of \$6.00. Employees working overtime between the hours of 5 p.m. and 10 p.m. inclusive, shall be reimbursed for the price of dinner at the rate of \$7.00.
2. Reimbursement for meals shall be on the basis of presentation by the employee of a meal check from a restaurant, food store or delicatessen. This check shall be endorsed on the back by the foreman or his representative, indicating that the employee is eligible for reimbursement for food. This check shall also bear the employee's name and the date and hours of overtime work.
3. The rates cited in sub part G. 1 shall be the maximum amount reimbursed to the employee. Reimbursement shall be for the actual cost of the meal, up to the figure cited.
4. Meal checks may not be "pooled". Reimbursement shall be to individual employees only.

VIII. EMERGENCIES

A. If an employee works during an emergency situation, such as snow plowing which carries overnight into the next regular work day, the employee shall be entitled to use a vacation or personal day or any part thereof without the five (5) day notification to management.

B. During a snow emergency, if all available Local 97 employees have been used, the Township may use qualified operators to use Township vehicles. The Shop Steward shall be notified prior to the call of non-union assistants. Non-union assistants shall be released from work prior to Local 97 employees. Local 97 employees retain priority over all available overtime hours.

IX. WORK IN HIGHER CLASSIFICATION, JOB POSTING, WORK CLOTHES

1. When an employee is directed by the Department Head or his Designee to replace a supervisor, said employee shall be eligible for three (3) hours/day added compensation after having served for at least two (2) consecutive work days replacing said supervisor.

2. **WORK CLOTHES AND SHOES**

A. The Township shall provide at no cost to the employee the following items of uniform clothing:

- 6 pair of trousers
- 6 shirts
- 6 tee shirts
- 1 lightweight jacket
- 1 insulated jacket liner
- 1 winter coat (for mechanics only)
- 2 pair of steel-toe work boots
- 3 pair of khaki shorts
- 2 hooded sweatshirts

B. The Township shall also provide each employee with the following gear, provided that the nature of the work performed requires the items for reasons of personal comfort and safety, as determined by the Township:

- | | |
|--------------------|----------------|
| Safety hat | Safety glasses |
| Pair of rain boots | Work gloves |
| Rain suit | Ear protectors |
| Safety vest | |

C. Each employee shall receive, when granted permanent status, one issue of uniform clothing. Thereafter, the Township will replace worn items on a wear-and-tear basis. Twice each year, employees may request replacement of items

that are worn beyond reasonable use. The Township may request that used items be returned when new items are given to employees.

- D. The Township shall provide employees \$150 semi-annually for the cleaning and laundering of items of uniform clothing. This money will not be paid if uniforms are not worn.
- E. The Township's cost for replacement of any number of safety shoes shall be limited to \$165 annually for each employee after one full year of service.
- F. Sanitation workers and laborers assigned to recycling shall be provided with up to \$165 for any number of safety shoes during the contract year.
- G. All employees shall report to work dressed in proper uniform and gear, as provided in the agreement. Any employee failing to report to work properly attired shall be subject to discipline.
- H. Mechanics, where feasible, will be provided with cotton uniforms that will be serviced.
- I. Nothing herein shall prevent the Township from contracting with a uniform service to meet the commitments set forth above.
- J. Employees required by the Department Head to use personal tools as part of their regular job in the Division of Mechanics and Maintenance shall be reimbursed semi-annually \$225 and \$175 respectively.
- K. Khaki shorts are authorized for wear between May 1st and September 30th annually.

3. JOB POSTING

All jobs covered in the contract will be posted for five (5) working days.

Employees may apply, provided they have the necessary qualifications and skills. Selections shall be made on the basis of seniority, qualifications and skills. In the event no one applies or has the necessary qualifications and skills, the township may hire from outside.

X. SAFETY

It is mutually recognized that safety is of major importance to both the Township and the union.

All equipment shall be in safe operating condition according to common industry standards, to insure the safety of the employees using such equipment. A safety committee of not more than five (5) members shall be established to work with management to ensure the utmost safety in the department. The Safety Committee will meet at least semi-annually, as determined by the Department Head.

XI HOLIDAYS

A. Each full time employee covered by this Agreement shall receive holiday pay equal to one (1) day's pay at eight (8) hours straight time without working during the following days:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Independence Day	Christmas Day

B. An employee required to work on a holiday shall be paid time and one half his regular pay in addition to holiday pay.

C. If a holiday falls on a Saturday, it will be celebrated the Friday immediately preceding the holiday. If a holiday falls on a Sunday, it will be celebrated on the Monday immediately following the holiday.

D. Should the Township close the Township Administrative Offices due to a snow emergency or because of a special holiday proclaimed by the President of the United States and the Governor of the State of New Jersey or the Township Council, thereby giving time off to personnel there, the employees covered by this Agreement shall receive equal time off.

XII. VACATIONS

A. Amount of Vacation Leave All permanent, full-time employees of the Township shall be granted annual leave with pay for vacation purposes during each calendar year in accordance with the following schedule, based on length of employment as of date of employment:

<u>Length of Employment</u>	<u>Vacation Time</u>
1 year up to 10 years	12 working days
10 years and one day up to 15 years	18 working days
15 years and one day and up	24 working days

All cumulative vacation permitted by Civil Service regulations shall be counted in satisfaction of the vacations provided for herein and shall not be in addition thereto.

In determining length of service for this purpose, the total year of continuous service of each employee in all capacities shall be added.

B. Part-Time Employees Permanent part-time employees are eligible for vacation leave on a prorated basis.

C. Accumulation For employees hired prior to 1 May 1991, accumulation of vacation leave beyond that earned in a two-year period shall be permitted only with the consent of the ®

appointing authority. For employees hired on or after 1 May 1991, accumulation of vacation leave may not exceed that earned in a one (1) year period.

D. Choice of Time Vacations shall be scheduled by the department head so as to cause the least interference with the efficient conduct of township business. So far as possible, the preference of employees shall be accepted, with the preferences of those employees having seniority given first recognition. Subject to the approval of the appointing authority, vacation leave may be taken from time to time in units of full days.

E. Termination of Employment At the time of separation from service, the employee shall be entitled to any full days' vacation leave accumulated and not previously used subject to Section C above. Except at the termination of employment, employees shall not be paid for vacation leave earned and not used unless recommended by the manager and approved by the appointing authority.

F. Vacations Method of selection and authorization of vacations shall be in a manner causing the least disruption of service provided by the department. Each employee shall submit a vacation request no later than March 15th of each year.

Preference, where feasible, shall be based on seniority and timely submission of requests. Vacation may be taken upon the approval of the department head in full days or in blocks of one or more. Such requests must be submitted five (5) days prior to the date requested.

All vacation time must have the prior approval of the department head.

XIII. ABSENCES

Leaves of Absence

A. Sick Leave

1. As used in this subsection, "sick leave" means paid leave that may be granted to each full-time classified and full-time unclassified employee who through sickness or injury becomes incapacitated to a degree that makes it impossible to perform the duties of his position or who is quarantined by a physician because he has been exposed to a contagious disease. Part-time permanent employees are eligible for sick leave on a pro-rated basis.

2. Full-time employees shall accumulate sick leave on the basis of 15 days of sick leave per year. In the first year of employment, employees shall be entitled to one day of sick leave for each month of employment.

3. Sick leave can be accumulated without limit during employee's length of service. At the time of separation from service, the employee shall be entitled to pay on the basis of one-half day per full day of verifiable sick leave accumulated and not previously used; however, in no event shall this amount exceed \$15,000 per employee for any employee hired after 1 January 1996.

4. Accumulated sick leave may be used by an employee for personal illness, illness in his immediate family, (not to exceed five working days in one calendar year without the approval of the manager), quarantine restrictions, pregnancy or disabling injuries. The term "immediate family" shall®

mean and refer only to the employee's spouse, child parent or brother or sister or any member of the immediate household.

5. When an employee is absent from work because of illness for one day or more as a pattern of abuse, his supervisor may require the employee to submit a certificate from the employee's physician or the town physician relating to his illness. In the case of illness of a chronic or recurring nature causing an employee's periodic or repeated absence for one day or less, his department director may require a medical certificate. If determined that the employee is abusing sick leave, the employee shall be subject to discipline including termination.

B. Death in Family Leave

1. In the event of a death in the immediate family of the employee, he shall be entitled to three days leave with pay. Such leave shall not be charged against accumulated vacation leave or sick leave.

Up to three (3) days leave shall be granted with pay for death in the family. The family shall be defined as spouse, son, daughter, son-in-law, daughter-in-law, mother, father, mother-in-law, father-in-law, sister, brother, grandparent or employee or spouse or a relative residing in the home who is considered a parent. One day shall be granted with pay for sister-in-law, brother-in-law, or grandchildren residing outside the primary home. A maximum of five (5) consecutive days may be granted if the death occurs outside the state of New Jersey. The Department Head must give prior approval in such instances.

C. Special Leave

1. In the event that an employee is unable to work due to a weather emergency or civil emergency, he may charge the time off to accumulated vacation leave or personal day, provided that he properly notifies his supervisor of his inability to work.

2. In the event that an employee wishes to observe a religious or national holiday for which no regular holiday has been declared, he may charge the time off to accumulated vacation time, provided that he gives proper notification to his supervisor.

3. Employees who are absent excessively and establish a pattern of abuse may be required to either furnish a medical certificate from their doctor validating illness, or submit to an examination by a township-designated physician. Any employee determined to be abusing sick leave shall be subject to disciplinary action, including termination.

D. Leave of Absence as Result of Injury in Line of Duty

1. When a full-time employee is injured in the line of duty, said employee shall receive benefits provided in the statutes, NJS 34:15-12. When such action is taken, the employee shall not be charged any sick leave time for time lost due to such particular injury.

E. Maternity Leave

Maternity leave may be granted for a period of six months provided that the request for such leave is made in writing to the appointed authority no later than the end of the fourth month of pregnancy. This leave may be extended for an additional six months with the approval of the manager and appointing authority. Requests for maternity leave must be favorably endorsed by the manager and approved by the appointing authority before becoming effective. If granted, such leave shall be without pay. Under no circumstances shall an employee work beyond the end of the eighth month of pregnancy.

F. Military Leave

1. Any permanent employees, part-time or full-time, who is a member of the National Guard, Naval Militia, Air National Guard, or a reserve component of any of the Armed Forces of the United State and is required to engage in field training, shall be granted a military leave of absence with regular pay for the period of such training as is authorized by law. The paid leave of absence shall be in addition to his vacation. Permanent part-time employees shall receive pay for such leave on a prorated basis.

2. When full-time or part-time permanent employee has been called to active duty or inducted into the military or naval forces of the United States, he shall be granted an indefinite leave of absence without pay for the duration of such active military service, provided that he does not voluntarily extend such service. Each employee shall be reinstated without loss of privileges or seniority provided he reports for duty with the township within 60 days following his honorable discharge from military service. It is requested that he notify the township of his intent to report for duty 30 days prior to his discharge from military service..

G. Jury Duty Leave or Subpoena for Court Appearance

1. An appearance in court in connection with official duties is considered normal duty time and will be compensated accordingly.

2. An employee will be paid his full salary for up to two (2) weeks while actually serving as a juror, provided the employee did not actively volunteer for jury duty.

3. An employee must present the official summons to jury duty immediately upon receipt to his department head.

4. An employee must immediately present any subpoenas served upon him in connection with their official duties to his department head.

5. In the event an employee is released from jury duty, on any day, more than two (2) hours prior to the end of his normal working hours, he is to report by telephone to this department head. Normally, he will be expected to return to duty.

H. Leave without Pay

Leave without pay may be granted to full-time and part-time permanent employees and to full-time unclassified employees. Normally, it shall be granted only when the employee has used his accumulated sick or vacation leave in the case of illness, or his vacation leave if leave without pay is

requested for reasons other than illness. Written request for leave without pay shall be initiated by the employee, favorable endorsed by the manager and approved by the township committee. Such leave, except for military leave without pay, shall not be approved for a period of longer than six months at one time. The township committee may extend such leave for an additional six months or any portion thereof.

I. Requests for Leave

A request for any type of leave shall be made on a form prescribed by the manager. Such request, whenever possible, shall be made far enough in advance to permit approval, and at the same time to permit coverage for the particular employment so that municipal service shall not suffer. In case of sick leave, the employee shall notify his supervisor immediately if he is unable to report for work.

J. Personal Leave

Each employee shall be entitled to three (3) paid personal days per year. These personal days shall be approved by the employee's department head. Prior notice of 24 hours must be given. Personal days may not be taken before or after a holiday or vacation time, without department head approval. Personal days may not be taken in increments of less than ½ day and shall not accumulate from year to year.

XIV. STEWARDS

A. The Township recognizes the right of the Union to designate Shop Stewards for the enforcement of this Agreement. The Union shall furnish the Township with a written list of Stewards and notify the Township of any changes.

B. The authority of Stewards so designated by the Union shall be limited to, and shall not exceed the following duties and activities.

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
2. The transmission of such messages and information which shall originate with, and are authorized by Local 97.

C. Designated Union Stewards shall be granted time with pay during working hours to investigate and seek to settle grievances, to attend hearings and meetings and conferences on contract negotiations with the Township provided there shall be no undue interference with the normal operations of business of the Township or normal duties of employees. Requests for time off under this section will not be unreasonably denied.

D. Union Stewards shall receive three (3) days off per year, with pay, to attend Union conferences and seminars.

XV. INSURANCE

1. The Union agrees to adopt the health care plan provided by the Central Jersey HIF which mirrors NJ Direct 10.

2. Prescription coverage

\$3 for generic prescriptions and \$10 co-pay for brand name prescriptions unless considered medically necessary by the prescribing doctor.

\$5 for generic prescription 90 day mail order supply and \$15 for brand name prescription 90 day mail order supply.

\$15 for specialty mail order pharmacy

3. Pursuant to New Jersey Law, beginning January 1, 2011, each employee shall contribute 1.5% of base pay to health care coverage.

4. Any member that is eligible for Township retired medical benefits under Township Code Section 10-9.3d, which includes medical, prescription, dental and vision, will have the choice to "opt out" of the retiring medical coverage provided by the Township. The amount of the total prescription, dental and vision coverage shall be the total and final amount available to the retired employee to enroll for medical and health benefits with a private carrier in an amount equal to the total amount paid for medical, prescription, dental and vision benefits paid for by the Township. This amount of money will be the amount available to the employee/retiree based on the cost of the plan enrolled in by the employee/retiree at the time of retirement, plus or minus any increase or decrease in future premium costs.

If the retired employee does enroll with a private health care carrier, the Township will pay the private carrier directly the cost of the annual medical premium up to the amount of the Township's cost for regular employee coverage. The employee shall have the right to opt back into the Township's plan during the open enrollment period. The Township's maximum amount in paying the cost of the annual premium to the private health care carrier will be the total amount of the combined medical, prescription, dental and vision coverage the Township pays to the Township's current carrier. The Central Jersey Health Insurance Fund, again based on the highest costing healthcare plan offered at the time of the employee's/retiree's retirement.

5. Any further changes of health insurance carriers shall provide health care coverage substantially equal to or better than current coverage.

6. All new employees shall be required to pay a portion of the family coverage premium for the benefits provided herein under Article XII. This schedule shall be as follows:

<u>YEAR OF EMPLOYMENT</u>	<u>EMPLOYEE CO-PAY</u>
1	35%
2	28%
3	21%
4	14%
5	7%
6	0%

However, the co-pay portion shall never exceed 5% of an employee's annual salary in any one year.

XVI. MANAGEMENT RIGHTS

Section A.

Except as expressly modified or restricted by a specific provision of this agreement, the Township retains and reserves unto itself, as its sole and exclusive discretion and judgment, all statutory and inherent powers, rights, authority, prerogatives, duties and responsibilities conferred upon or vested in it prior to the signing of this agreement, or which may hereafter be conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States. These include, but are not limited to, the right to:

- a. Management and administrative control of the operation of the Township and its properties and facilities and the activities of its employees.
- b. Hire all employees and to determine their qualifications and fitness for continued employment or assignment and to promote and transfer employees;
- c. Suspend, demote, discharge or take other disciplinary action for cause;
- d. Determine the methods, means and personnel by which Township operations are conducted;
- e. Determine the content of job qualifications and duties;
- f. Take all necessary actions to carry out its responsibilities in the conduct of regular business and in emergencies.

Section B.

The management and direction of the workforce shall be at the sole discretion and the sole responsibility of the Township, and except as otherwise provided herein, the Township retains the sole exclusive right to promulgate rules and regulations within applicable statutes; direct, designate, schedule and assign duties to the workforce; to subcontract; plan, direct and control the entire operation of the workforce; discontinue, consolidate or reorganize any department or division, move any or all operations to any location or discontinue the same in whole or in part; make technological improvement; install or remove equipment regardless of whether or not such action causes a reduction of any kind in the number of employees or transfers in the workforce, or requires the assignment of additional duties to the employees in the workforce, or causes the elimination or addition of titles or jobs; determine the amount and frequency of overtime to be worked and relieve employees from duty for reasons of economy or for other legitimate reasons; and carry out the ordinary and customary functions of management whether or not possessed or exercised by the Township prior to the execution of this agreement, except as limited herein.

Section C.

All rights, powers, discretion, authority and prerogatives possessed by the Township prior to the execution of the agreement, whether exercised or not, are retained by and are to remain exclusively with the Township. ®

XVII. JURISDICTION OF NEW JERSEY DEPARTMENT OF PERSONNEL (NJDOP)

A. It is hereby acknowledged by the parties that the Township is under the jurisdiction of NJDOP in matters of personnel as the result of a referendum having been passed affirmatively by voters.

B. N.J.S.A. 11A:1 et seq. and N.J.A.C.4A:1 et seq. respectively are the statutory and administrative code references for applicable laws and regulations. More specifically, the following sections are identified below for reference purposes:

1. Appointments – N.J.A.C.1A:4-1.
2. Residency Requirements – R.G.O.5-1A.
3. Promotions – N.J.A.C.4A:4-2.4.
4. Provisional Appointments – N.J.A.C.4A:4-1.5.

XVIII. MANAGEMENT OF TOWNSHIP'S AFFAIRS

It is recognized that the management of the Township government, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Township. Accordingly, the Township retains the rights including but not limited to, the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause; assignment, promotion or transfer, to determination of the amount of overtime to be worked; the relief of employees from duty because of lack of work or for other legitimate reasons; decision regarding the number and location of its facilities, stations, etc.; determination of the work to be performed within the unit; maintenance and repair; amount of supervision necessary; scheduling shifts; machinery and tool equipment, methods, schedule of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, the purchase of services of others, contract or otherwise, except as they may be otherwise specifically limited in this agreement.

The Township shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slowdown or other such interference.

**XIX. D.P.W. WORK RULES;
PENALTIES FOR INFRACTION OF RULES**

A. WORK RULES	PENALTIES FOR INFRACTION OF RULES		
	<u>1st Offense</u>	<u>2nd Offense</u>	<u>3rd Offense</u>
1. Stealing private or public property	Discharge		
2. Material falsification of any public record	30 Day Suspension	Discharge	
3. Refusal to obey orders of supervisor	Written Warning	1-10 Day Suspension	Discharge

4.	Deliberate destruction or abuse of public property or property of residents or other employees	30 Day Suspension	Discharge	
5.	Reporting to work or working while under the influence of intoxicating beverages and/or narcotics or other drugs or having possession of same on public property	20 Day Suspension/ enroll in Rehab program	Discharge	
6.	Absent five (5) consecutive days without proper notification	5-10 day Suspension (plus days)	Discharge	
7.	Sleeping during working hours or engaging in unauthorized breaks	Written Warning	1-10 Day Suspension	Discharge
8.	Leaving work stations or routes during working hours without permission	Written Warning	1-10 Day Suspension	Discharge
9.	Threatening, Intimidating, Coercing or interfering with employees or supervision at any time	1-10 Day Suspension	1-15 Day Suspension	Discharge
10.	Misrepresentation of the truth	1-3 Day Suspension	5 Day Suspension	Discharge
11.	Fighting on public property	10 Day Suspension	11-20 Day Suspension	Discharge
12.	Personal work on employer's time	5 Day Suspension	20 Day Suspension	Discharge
13.	Unexcused absence	Written Warning	5-10 Day Suspension	Discharge
14.	Leaving early and/or failure to be at assigned work area at the start or end of shifts, breaks, and/or meal periods.	1-5 Day Suspension	6-10 Day Suspension	Discharge
15.	Visiting other buildings or employees during working hours without permission	Written Warning	1-10 Day Suspension	Discharge
16.	Unauthorized use of Town vehicle or unauthorized routing of vehicles	1-5 Day Suspension	6-10 Day Suspension	Discharge
17.	Unexcused patter of tardiness (3 mo. Period)	Written Warning	1-3 Day Suspension	4-10 Day Suspension
18.	Restricting output or intentional slowdown (6 mo. Period)	1-5 Day Suspension	6-10 Day Suspension	Discharge

19.	Personal conduct at work dangerous to others (horseplay, etc.)	1-5 Day Suspension	6-10 Day Suspension	Discharge
20.	Solicitation for any cause during working time without permission	1-3 Day Suspension	4-6 Day Suspension	5-10 Day Suspension*
21.	Poor or careless workmanship	Written Warning	1-5 Day Suspension	6-10 Day Suspension
22.	Ignoring Official Safety Rules (unsafe use of equipment) & failure to wear safety equipment	1-5 Day Suspension	6-10 Day Suspension	Discharge
23.	Distribution of literature during working hours in areas of work	Written Warning	2 Day Suspension	Discharge
24.	Posting, removing or tampering with official bulletin board notices without authority	Written Warning	1-5 Day Suspension	5-10 Day ** Suspension
25.	Assault on supervisor or other employ	Discharge		
26.	Reported failure to punch one's own timecard	Written Warning	1-3 Day Suspension	4-10 Day ** Suspension
27.	Unauthorized, off-duty operation or use of Township equipment	Discharge		
28.	Failure to report injury or accident	1-3 Day Suspension	5 Day Suspension	Discharge
29.	Stopping work before shift ends or taking early wash-up	Written Warning	1-5 Day Suspension	Discharge** Suspension
30.	Unauthorized absence of 1 to 14 days	1-5 Day Suspension (Plus day/s)	5-10 Day Suspension (Plus day/s)	Discharge (plus day/s)
31.	Stretching breaks or otherwise wasting time	Written Warning	1-5 Day Suspension	6-10 Day Suspension
32.	Failure to wear uniform and footwear (leather arch shoes) - 1 st Offense – Written warning plus loss of time required to return in proper uniform ((30 minute minimum time loss) 2 nd Offense – 1-3 Day Suspension plus loss of time for change 3 rd Offense – 4-6 Day Suspension plus loss of time for change**			
33.	Conduct unbecoming a public employee - Penalty at discretion of employer, based on severity of case			

34. Refusal/Failure to report for ordered drug/alcohol testing -
Immediate discharge on 1st offense

*Violation may be referred to Police for testing and verification

**Continued occurrence may result in discharge.

B. Conditions affecting the above work rules:

1. Publication of these work rules is an effort to identify general infractions and should not be construed to limit disciplinary action for other offenses or to preclude heavier penalty if the circumstances so merit, as determined by the Township.
2. Nothing herein shall prevent the Department Head from using reasonable judgment in the application of penalties set forth above.
3. Any record of discipline shall be removed from an employee's personnel file after four (4) years if no further disciplinary incidents occur.

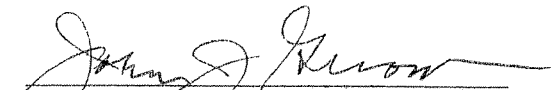
XX. EMPLOYEE DEATH

If an employee dies while actively employed by the Township, his or her designated beneficiaries will receive payment for all accumulated time.

XXI. TERM

The term of this agreement shall be from January 1, 2011 through December 31, 2012 and from month to month thereafter unless canceled in writing by either party upon 30 days' notice.

TEAMSTERS LOCAL 97, I.B.T.



PRESIDENT



SECRETARY-TREASURER



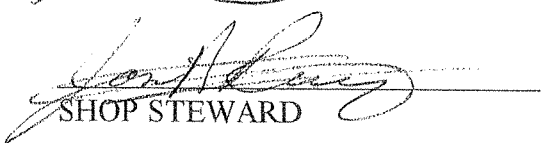
VICE PRESIDENT



CHIEF SHOP STEWARD



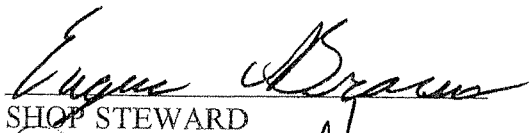
SHOP STEWARD



SHOP STEWARD



SHOP STEWARD



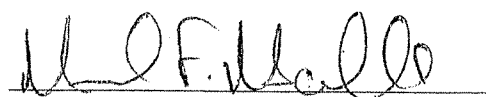
SHOP STEWARD

 Shop Steward

DATED: 3/10/11

TOWNSHIP OF LAKEWOOD





ATTACHMENT A

The Township of Lakewood agrees that it will not layoff or involuntary furlough any member of Local 97 for the duration of the Agreement unless all reasonable alternatives to layoffs or involuntary unpaid furloughs have been exhausted.

SCHEDULE A

<u>TITLE</u>	<u>GRADE</u>
Animal Control Officer	3B
Building Maintenance Worker	1 B-C
Code Enforcement/Transportation Inspector	3B
Equipment Operator	3B
Heavy Equipment Operator	4B
Heavy Truck Driver	3B
Laborer	1B
Maintenance Repairer	2B
Mechanic	4B
Motor Broom Operator	3B
Omnibus Operator	3B
Recycling Program Aide	4B
Road Repairer	2B
Sanitation Driver	3B
Sanitation Worker	1B
Senior Building Maintenance Worker	1 B-C
Senior Maintenance Repairer	3B
Senior Mechanic	5B
Senior Stock Clerk	3B
Senior Tree Trimmer	4B
Sign Maker 3	4B
Tire Service Repairer	2B
Tree Trimmer	2B

*Any employee operating an automated sanitation truck, automatic recycling truck, vacuum truck, front-end loading truck, tractor-trailer, or roll-off truck shall receive an additional \$1.00 per hour of pay when operating this equipment.

All employees who work at a higher classification for a period of one year shall receive that title as per Civil Service regulations.

PAY SCHEDULE FOR 2011 & 2012

1. For the Year 2011, all employees covered by this agreement shall receive on 1/1/11 an increase in base salary of 2%.
2. For the Year 2012, all employees covered by this agreement shall receive on 1/1/12 an increase in base salary of 2%.
3. Any employee promoted to a higher classification shall receive the minimum of that classification or 6.5% of his/her rate of pay, whichever is greater

Senior Building Maintenance Worker shall receive 7.5% greater than Grade 1B-C.

2011 SCHEDULE A -RANGE

<u>GRADE</u>	<u>HIRING MINIMUM</u>	<u>MAXIMUM</u>
1B	\$16.71	\$22.14
2B	\$17.75	\$23.37
3B	\$18.90	\$26.04
4B	\$20.16	\$28.28
5B	\$21.55	\$29.67
1 B-C	\$16.44	\$19.26

2012 SCHEDULE B -RANGE

<u>GRADE</u>	<u>HIRING MINIMUM</u>	<u>MAXIMUM</u>
1B	\$17.04	\$22.58
2B	\$18.11	\$23.84
3B	\$19.28	\$26.56
4B	\$20.56	\$28.85
5B	\$21.98	\$30.26
1 B-C	\$16.77	\$19.65