

AGREEMENT

BETWEEN

TOWNSHIP OF LAKEWOOD

AND

LOCAL 97

INTERNATIONAL BROTHERHOOD

OF TEAMSTERS

1 JANUARY 2005 TO 31 DECEMBER 2007

I. RECOGNITION

The Township affirms its recognition of the union as the exclusive representative for collective negotiation 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.

Section 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 excluded or confidential, for individuals reemployed in this unit from a reemployment list, for 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 supervisory 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:
 - a. It shall set forth the name of the employee (s) and/or party alleged to be aggrieved.
 - b. It shall set forth the date of the occurrence or event giving rise to the grievance.
 - c. It shall set forth a concise statement of the facts giving rise to the grievance.
 - d. It shall state the specific section of the agreement, policy or administrative decision which forms the basis of the grievance.
 - e. 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 within 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 this 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.

ARTICLE 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 January 1, 1993 shall not be entitled to any longevity payment. Employees "grand fathered" (hired prior to January 1, 1993) shall continue to receive longevity as follows:

Completed Years of Service

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

ARTICLE VI
CALL BACK

1) **Wages.** The annual 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) **Call Back.** 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.

ARTICLE VII
HOURS OF WORK, OVERTIME AND STANDBY

A. All employees covered by this agreement are required to work a forty (40) hour week, schedules to be at the discretion of the Department Head and/or the Municipal Manager. Upon the agreement of all other Township bargaining units, Local 97 agrees to move to a bi-weekly payroll. Without the acceptance of all other bargaining units, the current weekly payroll shall continue.

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

C. 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.

D. 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.

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

F. 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. 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/per day added compensation after having served for at least three (3) 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 pairs of steel-toe work boots
 - 3 pairs 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.

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 15 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.

XI. 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 each 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 of 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 of 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 employee, 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 States 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 a 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 the 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 1/2 day and shall not accumulate from year to year.

XII. INSURANCE

A. All insurance programs contained in the policies and ordinances of the Township shall remain in full force and effect. The township retains the right to change carriers or be self-insured at any time during the term of this agreement. Any significant change in the level of benefits is subject to the grievance procedure contained herein.

B. This health insurance indemnity plan shall be modified in accordance with the following provisions effective 1 January 1996.

1. Medical/Hospitalization coverage shall be subject to utilization management incorporating the following techniques:

- a. Hospitalization pre-certification
- b. Second surgical opinion
- c. Large case management
- d. Continued stay review
- e. High risk pregnancy management

2. Major medical deductibles will be \$150 for single coverage and \$300 for family coverage. Co-insurance of 80%/20% of the next \$3,000 and 100% thereafter.

3. Prescription coverage
- Pharmacy co-pay of 5% of cost of prescription

4. All other features of the 1994 plan of benefits will remain unchanged.

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

XIII. 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 workforcé 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.

XIV. JURISDICTION OF NEW JERSEY DEPARTMENT OF PERSONNEL (NJDP)

A. It is hereby acknowledged by the parties that the Township is under the jurisdiction of NJDP 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.4A: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.
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XV. 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.

XVI. D.P.W. WORK RULES; PENALTIES FOR INFRACTION OF RULES

<u>A. WORK RULES</u>	<u>PENALTIES FOR INFRACTION OF RULES</u>		
	<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 Days Suspension	Discharge	
3. Refusal to obey orders of supervisor	Written Warning	1-10 Days <u>Suspension</u>	Discharge
4. Deliberate destruction or abuse of public property or property of residents or other employees	30 Days Suspension	Discharge	

WORK RULESPENALIES FOR INFRACTION OF
RULES

	<u>1st Offense</u>	<u>2nd Offense</u>	<u>3rd Offense</u>
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. Intentionally punching another employee's time card or having one's own time card punched by another	3-5 Days Suspension	6-10 Days Suspension	Discharge
7. Absent five (5) consecutive days without proper notification	5-10 Days Suspension (plus days)	Discharge	
8. Sleeping during working hours or engaging in unauthorized breaks	Written Warning	1-10 Days Suspension	Discharge
9. Leaving work stations or routes during working hours without permission	Written Warning	1-10 Days Suspension	Discharge
10. Threatening, Intimidating, Coercing or interfering with employees or supervision at any time	1-10 Days Suspension	1-15 Days Suspension	Discharge
11. Misrepresentation of the truth	3 Days Suspension	5 Days Suspension	Discharge
12. Fighting on public property	10 Days Suspension	11-20 Days Suspension	Discharge
13. Personal work on employer's time	5 Days Suspension	20 Days Suspension	Discharge
14. Unexcused absence	Written Warning	5-10 Days Suspension	Discharge

WORK RULESPENALTIES FOR INFRACTION OF RULES

	<u>1st</u>	<u>2nd</u>	<u>3rd</u>
	<u>Offense</u>	<u>Offense</u>	<u>Offense</u>
26. Assault on supervisor or other employee	Discharge		
27. Reported failure to punch one's own time card	Written Warning	1-3 Days Suspension	4-6 Days Suspension**
28. Unauthorized, off-duty operation or use of Township equipment	Discharge		
29. Failure to report injury of accident	3 Days	5 Days	Discharge
30. Stopping work before shift ends or taking early wash-up	Written Warning	1-5 Days Suspension	Discharge Suspension**
31. Unauthorized absence of 1 to 14 days	1-5 Days Suspension (plus day/s)	5-10 Days Suspension (plus day/s)	Discharge – plus day/s
32. Stretching breaks or otherwise wasting time	Written Warning	1-5 Days Suspension	6-10 Days Suspension**
33. 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 Days suspension plus loss of time for change		
	3 rd Offense: 4-6 Days suspension plus loss of time for change**		
34. Conduct unbecoming a public employee –	Penalty at discretion of employer, based on severity of case		
35. Refusal/Failure to report for ordered drug/alcohol testing –	Immediate discharge on 1 st offense		

Receipt of any combination of three (3) of the above offenses within a one (1) year period will result in the employee's automatic discharge.

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.

*Violation may be referred to Police for testing and verification.

**Continued occurrence may result in discharge.

WORK RULESPENALIES FOR INFRACTION OF
RULES

	<u>1st Offense</u>	<u>2nd Offense</u>	<u>3rd Offense</u>
15. 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 Days Suspension	6-10 Days Suspension	Discharge
16. Visiting other buildings or employees during working hours without permission	Written Warning	1-10 Days Suspension	Discharge
17. Unauthorized use of Town vehicle or unauthorized routing of vehicle	1-5 Days Suspension	6-10 Days Suspension	Discharge
18. Unexcused pattern of tardiness (3 mo. Period)	Written Warning	1-3 Days Suspension	4-10 Days Suspension
19. Restricting output or intentional slowdown (6 mo. Period)	1-5 Days Suspension	6-10 Days Suspension	Discharge
20. Personal conduct at work dangerous to others (horseplay, etc.)	5 Days Suspension	15 Days Suspension	Discharge
21. Solicitation for any cause during working time without permission	1-3 Days Suspension	4-6 Days Suspension	5-10 Days Suspension**
22. Poor or careless workmanship	Written Warning	1-5 Days Suspension	6-10 Days Suspension
23. Ignoring Official Safety Rules (unsafe use of equipment) and failure to wear safety equipment	1-5 Days Suspension	6-10 Days Suspension	Discharge
24. Distribution of literature during working hours in areas of work	Written Warning	2 Days Suspension	Discharge
25. Posting, removal or tampering with official bulletin board notices without authority	Written Warning	1-5 Days Suspension	5-10 Days Suspension**

B. Conditions affecting the above work rules:


1. Receipt of any combination of three (3) of the above offenses within a one (1) year period will result in the employee's automatic discharge.
2. 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.
3. Nothing herein shall prevent the Department Head from using reasonable judgement in the application of penalties set forth above.
4. Any record of discipline shall be removed from an employee's personnel file after four (4) years if no further disciplinary incidents occur.

XVII. TERM

The term of this agreement shall be from January 1, 2005 through December 31, 2007 and from month to month thereafter unless canceled in writing by either party upon 30 days' notice.

TEAMSTERS LOCAL 97, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

TOWNSHIP OF LAKEWOOD



PRESIDENT

CHARLES CUNLIFFE, MAYOR



SECRETARY-TREASURER (ACTING)

BERNADETTE STANDOWSKI, RMC



REPRESENTATIVE

ATTEST: _____

DATED: _____

SCHEDULE A

<u>TITLE</u>	<u>GRADE</u>
Animal Control Officer	3B
Building Maintenance Worker	1B-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	1B-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, or roll-off truck shall receive an additional \$1.00 per hour of pay when operating this equipment.

**See Pay Schedule C

REVISED 11/14/05

PAY SCHEDULE 2005-2007

GRADE 1B	1 YR.	2 YRS.	3 YRS	4 YRS	5 YRS	6 YRS	7 YRS	8 YRS	9 YRS	10 YRS	11 YRS	12 YRS
2005 SALARY	\$25,618	\$26,983	\$28,347	\$29,526	\$30,166	\$31,078	\$31,987	\$32,898	\$33,806	\$34,716	\$35,626	\$36,537
2006 SALARY		\$27,930	\$29,323	\$30,714	\$31,917	\$32,569	\$33,500	\$34,427	\$35,356	\$36,282	\$37,210	\$38,139
2007 SALARY			\$30,289	\$31,709	\$33,128	\$34,355	\$35,020	\$35,970	\$36,916	\$37,863	\$38,808	\$39,754
GRADE 2B	1 YR.	2 YRS.	3 YRS	4 YRS	5 YRS	6 YRS	7 YRS	8 YRS	9 YRS	10 YRS	11 YRS	12 YRS
2005 SALARY	\$27,438	\$28,632	\$29,826	\$30,652	\$31,479	\$32,306	\$33,479	\$34,655	\$35,831	\$37,036	\$38,243	\$39,448
2006 SALARY		\$29,786	\$31,005	\$32,222	\$33,065	\$33,909	\$34,752	\$35,949	\$37,148	\$38,348	\$39,577	\$40,807
2007 SALARY			\$32,182	\$33,425	\$34,666	\$35,526	\$36,387	\$37,247	\$38,468	\$39,691	\$40,915	\$42,168
GRADE 3B	1 YR.	2 YRS.	3 YRS	4 YRS	5 YRS	6 YRS	7 YRS	8 YRS	9 YRS	10 YRS	11 YRS	12 YRS
2005 SALARY	\$29,439	\$30,861	\$32,281	\$33,535	\$34,791	\$36,043	\$36,955	\$37,863	\$38,774	\$40,066	\$41,358	\$42,650
2006 SALARY		\$31,828	\$33,278	\$34,726	\$36,006	\$37,287	\$38,564	\$39,494	\$40,420	\$41,349	\$42,668	\$43,985
2007 SALARY			\$34,264	\$35,744	\$37,221	\$38,526	\$39,832	\$41,136	\$42,084	\$43,029	\$43,976	\$45,321
GRADE 4B	1 YR.	2 YRS.	3 YRS	4 YRS	5 YRS	6 YRS	7 YRS	8 YRS	9 YRS	10 YRS	11 YRS	12 YRS
2005 SALARY	\$31,641	\$33,405	\$35,167	\$36,414	\$37,662	\$38,909	\$40,082	\$41,259	\$42,434	\$43,680	\$44,926	\$46,173
2006 SALARY		\$34,074	\$35,873	\$37,671	\$38,942	\$40,215	\$41,487	\$42,683	\$43,884	\$45,082	\$46,354	\$47,624
2007 SALARY			\$36,555	\$38,390	\$40,224	\$41,521	\$42,820	\$44,117	\$45,337	\$46,562	\$47,784	\$49,081
GRADE 5B	1 YR.	2 YRS.	3 YRS	4 YRS	5 YRS	6 YRS	7 YRS	8 YRS	9 YRS	10 YRS	11 YRS	12 YRS
2005 SALARY	\$34,059	\$36,049	\$38,040	\$39,376	\$40,713	\$42,052	\$43,378	\$44,707	\$46,031	\$47,369	\$48,707	\$50,041
2006 SALARY		\$36,540	\$38,570	\$40,600	\$41,963	\$43,327	\$44,693	\$46,046	\$47,401	\$48,752	\$50,116	\$51,481
2007 SALARY			\$39,070	\$41,141	\$43,212	\$44,603	\$45,994	\$47,387	\$48,767	\$50,149	\$51,527	\$52,918

REVISED 11/14/05

PAY SCHEDULE 2005-2007

	1 YR.	2 YRS.	3 YRS	4 YRS	5 YRS	6 YRS	7 YRS	8 YRS	9 YRS	10 YRS	11 YRS	12 YRS
GRADE 1 B-C	\$25,147	\$25,725	\$26,303	\$26,882	\$27,460	\$28,037	\$28,616	\$28,920	\$30,060	\$30,352	\$30,930	\$31,509
2005 SALARY	\$25,147	\$25,725	\$26,303	\$26,830	\$29,219	\$29,809	\$30,398	\$30,988	\$31,298	\$32,461	\$32,759	\$33,349
2006 SALARY		\$27,450	\$29,799	\$30,400	\$31,002	\$31,604	\$32,206	\$32,806	\$33,408	\$33,724	\$34,911	\$35,214
2007 SALARY												

**The yearly salary amount for the title of Senior Building Maintenance Worker shall be 7.5% greater than the corresponding step (Year 1 through 12 Years) for Building Maintenance Worker (1B-C)