

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/2019 thru 12/31/2022.

Employer: Township of Lakewood

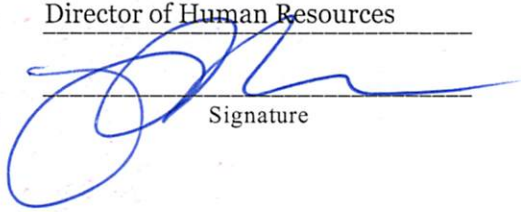
County: Ocean

Date: 2/3/2020

Name: Patricia Komsa

Print Name

Title: Director of Human Resources


Signature

AGREEMENT
BETWEEN
TOWNSHIP OF LAKEWOOD OCEAN COUNTY, NEW JERSEY
AND
LOCAL NO. 469 AIW I.B.T.

JANUARY 1, 2019 TO DECEMBER 31, 2022

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The parties to this agreement, made the ____ day of January in the Year of 2019 are:

THE TOWNSHIP OF LAKEWOOD, OCEAN COUNTY, NEW JERSEY, a municipal corporation of the State of New Jersey, ("city")

and

LOCAL 469, affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, ("union")

Article 1: Recognition

Section A: The Township of Lakewood hereby recognizes Teamsters Local 469, pursuant to the Public Employment Relations Commission Docket No. RO-95-178 dated June 12, 1995, as the exclusive representative for the purposes of collective negotiations with respect to terms and conditions of employment for all supervisory employees of the Department of Public Works, but excluding Municipal Department Head, Public Works Superintendent, Superintendent of Public Works, professional employees, employees in other negotiating units, non-supervisory employees, police officers, firefighters, craft employees, confidential employees and managerial executives.

Section B: The term "bargaining unit" as used herein shall pertain only to regular, full-time employees.

Section C: The term "employee" as used herein shall mean a regular, full-time employee working in a classification covered by this agreement.

Section D: All references in this agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

Article 2: Management Rights and Responsibilities

Section A: Except as expressly modified or restricted by a specific provision of this agreement, the Township retains and reserves unto itself, at 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. The Township shall provide the Unit members with a copy of the job description applicable to their job responsibilities;
- g. Take all necessary actions to carry out its responsibilities in the conduct of regular business and in emergencies;
- h. The Township reserves the right to require supervisors who have the use of a Township vehicles after normal working hours to communicate with the Township during those hours.

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 and 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.

Article 3: Nondiscrimination

Section A: The Township and the Union agree that the provisions of this agreement shall be applied equally to all employees and there shall be no discrimination as to age, sex, marital status, race, color, creed, national origin, union membership or non-membership, or political affiliation.

Section B: The Township and union agree that neither the Township nor the Union shall interfere with the rights of employees covered by this agreement to be or not to be

members of the union; and that there shall be no discrimination, interference, restraint or coercion by the Township or any of its representatives against any such employee covered by this agreement because of membership or non-membership in the Union or because of any lawful activity by such employee permissible under law or this agreement on behalf of the Union.

Section C: The Union, its members or agents, shall not discriminate against, interfere with, restrain or coerce any employees covered by this agreement who are not members of the Union.

Article 4: Maintenance of Operations

Section A: It is recognized that the need for continued and uninterrupted operation of the Township is of paramount importance and that there shall be no interference with such operations either by a strike or other job action by the Union or a lockout by the Township.

Section B: The Union covenants and agrees that neither the Union nor any person acting in its behalf will cause, authorize, engage in, sanction, assist, or support, nor will any of its members take part in any strike, work stoppage, slowdown, walkout or other job action against the Township.

Section C: The Union will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, or other similar activity, or from supporting any such action by any other employee or group of employees of the Township. The union will disavow such action and order all such members who participate in such activities to cease and desist immediately and return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the union's order. In executing its obligations, the union will use such forms of communication with its members as it and the Township deem most effective, including personal contact, telegram, registered or conventional mail, and so forth.

Section D: In the event of a strike, slowdown, walkout or other form of job action, it is covenanted and agreed that participation in any such activity by a union member shall entitle the Township to take disciplinary action including termination of the employment of such employee or employees, and that the action taken by the Township may vary from employee to employee, depending on the circumstances. The only question for arbitration under this article is whether the employee participated in prohibited conduct.

Section E: Nothing contained in this agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity, or both, in the event of such breach by the union or its members.

Article 5: Grievance Procedure

Section A: Purpose

a. 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.

b. 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, at a mutually convenient time, provided there is no undue interference with departmental operations.

Section B: Definitions

a. 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.

b. A "grievant" is defined as any bargaining unit employee or party to this agreement who has a grievance as defined here in. 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.

c. A "written grievance" shall comply with the following criteria:

1. It shall set forth the name of employee(s) and/or party alleged to be aggrieved.
2. It shall set forth the date of the occurrence or event giving rise to the grievance.
3. It shall set forth a concise statement of the facts giving rise to the grievance.
4. It shall state the specific section of the agreement, policy or administrative decision which forms the basis of grievance. It shall set forth the specific relief requested.

d. 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.

Section C: Steps

STEP 1: An employee having a grievance shall present it orally, either individually or in the presence of a union representative to his immediate supervisor, within fifteen (15) days after the occurrence of the matter which has been grieved. If such grievance is not forthcoming within 15 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 Township Manager by the union representative involved in Step 1 of the grievance. The Township Manager shall, upon receipt of the grievance, designate a time within fifteen (15) working days for discussion of the grievance with the aggrieved employee and the union representative. The decision rendered shall be final and binding upon the parties.

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 subject of the grievance considered by the arbitrator shall be limited to an alleged violation or application of the explicit language of the herein contained agreement.

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 union shall present the request for arbitration before the union's review board to determine the merits of each case.

The cost of the arbitration shall be shared equally by Union and the Township.

Section D: 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.

An aggrieved employee may participate in all steps of the grievance procedure without loss of regular pay, but shall not be eligible for any premium-rate pay if adjustment of the grievance requires his presence outside normal working hours. The shop steward may participate in Steps 1 and 2 under the same conditions. If the shop steward or an alternate participates, it shall be without pay.

Section E: Time Limits

1. Time limits may be extended by the mutual consent of the parties in writing.
2. Failure of the Township to respond to a grievance within the time limit shall be deemed a denial of the grievance. The Township shall make every reasonable effort to respond to a grievance.
3. Failure of the union to proceed to the next step within the time limit shall be deemed abandonment of the grievance and the decision of the Township shall be deemed the final and binding resolution of the grievance.

Article 6: Dues Check Off

Section A: The Township agrees to deduct dues for the union from the wages of an employee who is a member of the Union and whose position is covered by this agreement in accordance with N.J.S.A. 52:14-15.9E, as amended, provided that at the time of such deduction, there is in possession of the Township a current "check off authorization" form, individually and voluntarily executed by the employee; said "check off authorization" form to be provided by the Union: the Union shall be responsible for securing the signatures of its members on said forms and delivering same to the Township. The Township will deduct these amounts in equal installments.

Section B: Representation Fee (Agency Shop)

1. Subject to the conditions set forth in the paragraphs below, all eligible non-member 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.

It is understood that the implementation and/or continuation of the agency fee program is predicated on the demonstration by the union that more than 50% of the eligible employees in the negotiating unit are dues paying members of the union. In each year of the contract on January 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.

If the agency fee is discontinued, an assessment shall be made on each quarterly date; i.e., January 1, April 1, July 1 or October 1, to determine if the minimum percentage is exceeded. If the minimum percentage is exceeded the agency fee plan shall be reinstated, with proper notice to affected employees.

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 of 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 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.

The Union shall submit a copy of the union review system to the Municipal Manager. The deduction of the representation fee shall be available only if the union establishes and maintains this review system.

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

Section A: All sums deducted by the Township shall be remitted to the treasurer of Local 469 not later than the 15th day of the calendar month subsequent to the month in which such deductions are made, together With a list of individuals for whom deductions have been made

Section B: If during the life this agreement there shall be any change in the rate of membership dues, the union shall notify the Township by certified letter of any changes in Union dues at least thirty (30) calendar days in advance of the effective date.

Section C: The Union shall indemnify and hold the Township harmless against any and all claims demands, suits, or other forms of liability, including reasonable attorney's fees that shall arise out of or by reason of action taken or not taken by the Township for purpose of complying with any of the provisions of this Article.

Article 7: Safety

Section A: The Township shall not require, direct, or assign any employee to work under unsafe or hazardous conditions without the use of approved and proper safety equipment and methods.

An employee, upon discovering an unsafe or hazardous condition, will immediately inform his superior. The superior will either, determine and advise the manner in which the work can be performed safely or direct that the work stop and summon a supervisor or Department Head.

Section B: Where protective devices are required for the safety of the employee, the employee must utilize the safety devices while working or while in the designated areas.

Section C: Violation of Township safety rules and regulations subjects the offending employee to disciplinary action, up to and including termination.

Article 8: Seniority

Section A:

1. An employee must be a regular, full-time employee in order to be eligible to accrue seniority.
2. An employee's seniority shall be determined on the basis of his total period of continuous employment in classifications covered by this agreement since the last date of hire.

Article 9: Suspension and Discharge

Section A: Jurisdiction of New Jersey Department of Personnel (NJDOP)

1. 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 the voters.
2. 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:
 - a. Appointments — N.J.A.C. 1A:4-1

- b. Residency Requirements — R.G.O.5-1A
- c. Promotions — N.J.A.C.4A:4-2.4.
- d. Provisional Appointments — N.J.A.C.4A:4-1.5.

Section B: In accordance with Township policy, employees with a CDL or in a safety sensitive position are required to make notification to the Township when there is a change in health status and/or status of license.

Section C: Employees found to violate drug and alcohol policies will be suspended for 30 working days upon their first offense. The employee will be responsible for the costs associated with follow up drug and/or alcohol testing, Substance Abuse Professionals (SAP), etc.

Article 10: Hours of Work

Section A: Normal Workweek

1. The basic work week shall consist of forty (40) hours, and be served by the supervisors' unit. Basic workday shall consist of eight (8) hours per day exclusive of a thirty (30) minute lunch period. Floating shift shall consist of ten (10) hours per day exclusive of a thirty (30) minute lunch period. The normal or regular annual work hours shall be 2,080.
2. Shifts:
 - a. First shift ("Day") 7:00 and end at 3:30 pm
 - b. Second shift ("Evening") 3:30 pm and end at 12:00pm
 - c. Third shift ("Night") 11:00 pm and end at 7:30am
 - d. The floating shift will be a ten (10) hour work day four (4) days a week. The 4 days of work will start Saturday, Sunday, Thursday, Friday for the majority of the time. The term floating entails the shift does not have set times or day.
 - e. Morning 5:30 am to 2:00pm.
3. The determination of schedule and the assignment of employees shall be at the discretion of the Township.
4. The parties agree that the nature and variety of the work of the bargaining unit and the services provided by the Township do not permit use of a single, uniform workweek, and that there are existing exceptions to the "normal" workweek described above, and that those exceptions may continue, at the Township's discretion, and that additional exceptions may become necessary in response to conditions, law, or the desires of the community.

Section B: Wash-up Period. Employees shall be allowed a paid ten (10) minutes wash-up break at the end of the workday. No employee may leave any remote or field worksite more than ten (10) minutes prior to the start of the wash-up break.

Section C: Lunch Break. Employees shall be allowed an unpaid one-half (1/2) hour lunch period each day.

Section D: Other Breaks. Employees shall be allowed a paid fifteen (15) minute break once during the first half of the workday.

Section E: Leaving the Worksite. With regard to 15-minute breaks and meal breaks, whether during normal working hours or overtime hours, no employee may leave the worksite prior to the start of the break and every employee must return to the worksite and be ready to work by the end of the break. "Worksite" shall mean either the employee's regular, stationary work area (such as the mechanics' working area in the garage, for instance) or a remote field work area where a crew is performing its duties.

Article 11: Overtime Work and Premium Rates

Section A: Requirement to Work.

Employees may be required to work at times other than their normal work hours based on the needs of the Township to provide services, at the Township's sole discretion. Employees required to work at hours other than their normal work hours shall be compensated at premium rates, in accordance with the provisions of this article. No premium rate will be due for less than fifteen (15) minutes of overtime work. Premium-rate pay shall be calculated to the nearest quarter hour.

Section B: Premium Rates.

1. Employees working in excess of twelve (12) consecutive hours shall receive double time for work in excess of twelve (12) hours.
2. Regular overtime of time and a half will be paid for work after eight (8) hours a day in a pay cycle, but when twelve (12) hours is reached, double time shall be paid.
3. Shift differentials: Payment of the differential shall apply for as long as the employee is assigned to a shift requiring the payment of a differential. Overtime pay shall be calculated at a rate of time and one half of the base rate paid to the employee on the shift to which he is normally assigned, inclusive of any applicable shift differential, regardless of which shift the overtime is actually performed.
 - a. Morning shift. Supervisors assigned to said shift shall receive an increase of fifty cents (\$0.50) per hour.
 - b. Second shift. Supervisors assigned to said shift shall be paid a five percent (5%) differential.
 - c. Third shift. Supervisors assigned to said shift shall be paid a eight percent (8%) differential.
 - d. Floating shift. Supervisors assigned to said shift shall be paid a three percent (3%) differential.
 - e. Weekend shift. Supervisors assigned to said shift shall be paid a six (6%) differential.

4. In the event an employee is called back to work from their home 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. "Emergency or unscheduled overtime" means work done outside normal hours as posted, when the need for the overtime -was-not foreseen or-when the work must-be done in- response to an unforeseen event or in response to natural phenomena such as storms. In no case will work scheduled in advance be considered emergency or unscheduled overtime. In no case shall scheduled weekend work at the transfer station or compost area, or scheduled work by parks workers in connection with sports or special events, be considered emergency or unscheduled overtime.
5. Supervisors hired after July 1, 2017 are subject to second shift and third shift.
6. For any supervisor hired prior to July 1, 2017 who volunteers or will volunteer for any working shift other than their assigned day shift, the Supervisor must complete a thirty (30) day period prior to any final shift change. Should the supervisor determine to return to his/her day shift after the thirty (30) day period has expired, the Township will return that supervisor to the day shift. Any changes in compensation or benefits that accompanied the change in shift shall return to the original day shift compensation and benefits.

Section C: Meal Breaks.

1. An employee required to work emergency or unscheduled overtime shall be allowed a paid one half (1/2) hour meal break if both of the following conditions are met: 1. The employee has worked, or is reasonably expected to work, at least four hours of actual overtime and, 2. The employee is scheduled to work both before and at least two hours' after the required meal break.
2. Meal breaks during emergency or unscheduled overtime work shall be scheduled every six (6) hours, once called in to work. The Township may stagger these breaks within a reasonable "window" centered on the times of Midnight, 6:00 A.M., Noon and 6:00 P.M., in order to keep a sufficient force of employees actively engaged in work. The Township shall not release and recall an employee for the purpose of avoiding its obligation to provide a meal break.
3. Employees required to work emergency or unscheduled overtime shall receive a \$30.00 increase to pay in lieu of meal reimbursement. This will continue throughout the years of the collective agreement.

Section D: Other Breaks. During periods of emergency or unscheduled overtime work, employees will be allowed a fifteen (15) minute paid break approximately every four (4) hours, if no meal break is scheduled.

Section E: Overtime earned after midnight on the last Friday of a pay period will be paid in the following pay period.

Article 12: Rate of Pay

Section A: Annual salary increases for the term of this contract are as follows:

| 2019 | 2020 | 2021 | 2022 |
|------|------|------|------|
| 2% | 1.5% | 1.5% | 2% |

The annual rate of pay for each employee in the bargaining unit shall be based on the employee's position classification as set forth in Schedule "A" through "B" which is appended hereto and incorporated herein by reference retroactive to the effective date of this agreement (January 1, 2019), plus the employee's longevity increment where applicable, divided by 2,080.

Section B: Work of a Higher Title

When an employee is directed by the Department Head or his Designee to replace a superior, said employee shall be eligible for three (3) hours/per day added compensation after having served for at least one (1) work day replacing said superior. These three hours/per day shall be calculated at one and one-half (1.5) times the employee's regular hourly rate of pay.

Section C: Supervisors' On-Call Procedures

Supervisors' on-call procedures are set forth to meet minimum staffing requirements and the needs of the Township. The Director will maintain a rotating schedule of supervisors on the on-call list. On-call duties start and end times would depend on the Department of Public Works shift schedule, but will be posted as soon as determined. Every effort will be made to ensure that the same supervisors do not work major holidays more often than another member of the unit. If a supervisor is not able to cover an assigned shift, it is the responsibility of the supervisor to find a replacement at least 48 hours in advance and notify the Director of Public Works of the assignment change.

Supervisors will be paid a flat rate of \$50.00 per week while on call. If a call to respond is actually received, an interim of two (2) hours pay at the overtime rate will be paid regardless of the time actually worked. It is the responsibility of the supervisor to make certain that he/she is available and receive incoming phone calls. Those phone calls will be logged and the information about the call will be kept on a form designated by the Director of Public Works.

Section D: When a supervisor is out, the lead will have first opportunity to cover said shift. If a lead is not available from that department a lead from another could cover as long as said lead has the qualifications and knowledge to fill in. If no lead is available, then a supervisor will have the opportunity to fill in for said shift.

Section E: Increases that occur in the middle of a pay period will be paid at the higher rate at the start of the following pay period.

Section F: Deferred Compensation: New deferred compensation enrollments will be offered twice a year. Enrollment periods to be determined by the Township. Existing enrollments can be updated/changed throughout the year.

Article 13: Longevity

Section A: Full-time regular employees on the payroll as of May 1, 1991 are entitled to a longevity payment according to the following schedule. Employees hired after May 1, 1991 shall not be entitled to receive longevity:

Completed Years of Service

Upon completion of 5th year of service, at 1.5% beginning of 6th year

Upon the completion of the 7th year of service, at 3.0% beginning of the 8th year

Upon the completion of the 11th year of service, at 4.5% beginning of the 12th year

Upon the completion of the 15th year of service, at 6.0% the beginning of the 16th year

Upon the completion of the 19th year of service, at 7.50% the beginning of the 20th year

Section B: Any employee who resigns and subsequently is re-employed loses prior service credits for longevity.

Section C: All periods of service shall be the periods of service with the Township, must be continuous, and shall be in compliance with the definition of creditable service as defined by the rules and regulations of the Division of Pensions, New Jersey Department of Treasury. Periods of absence due to leaves of absence without-pay granted at the request of the employee or due to layoff shall not be considered in determining the length of service.

Section D: The longevity increment shall be considered as part of base pay in computing hourly rate, vacation pay, and premium rates.

Article 14: Shop Stewards

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

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

1. The investigation and the 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 the Teamsters Local 469.

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

Section D: Union Stewards shall receive three (3) days off per year, to attend Union Conferences and seminars.

Article 15: Uniforms

Section A

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

| | | |
|--------------------|---------------|--------------------------|
| 6 pair of Trousers | 6 Shirts | 1 Insulated Jacket Liner |
| 6 Tee Shirts | 1 Winter Coat | 1 Lightweight Jacket |

2. Each employee will receive, when granted permanent status, one issue of uniform clothing. Thereafter, the Township will replace worn items on a wear- and-tear basis of items that are worn beyond reasonable use. The twice each year, employees may request of items that are worn beyond reasonable use. The Township may request that used items be returned when new items are given to employees.
3. 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.
4. The Township's cost for replacement of safety shoes shall be limited to \$210 annually for each employee. This will be paid July 31st of each year.

Section 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 be the Township:

| | | |
|-------------|----------------|--------------------|
| Safety Hat | Safety Glasses | Pair of Rain Boots |
| Rain Suit | Work Gloves | |
| Safety Vest | Ear Protectors | |

Section C: Use and Replacement of Uniforms and Equipment

1. Each employee shall be responsible for the care and maintenance of each item of clothing and safety equipment, and shall wear these items only while on duty or while traveling directly to and from work. Any items lost, destroyed or rendered unusable by the employee through negligence or lack of proper care will result in the employee being charged for their replacement.
2. Township Vehicles (Trucks) Being Supplied to Supervisors: Supervisors may take home vehicles under the agreement that they are first responders and as such will be required to report to work for any after-hours duties or situations that may arise.

Section D: Tool Allowance: Employees required by the Department Head to use personal tools as part of their regular job shall be reimbursed semi-annually in June and December as follows:

Division of Mechanics \$500.00

Division of Road Repair \$150.00

Division of Maintenance \$150.00

Division of Special Operations \$150.00

Article 16: Insurance

Section 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.

All Medical coverage (Medical, Hospitalization, Dental Vision etc.) shall be attached to the back of the collective agreement.

The employee will pay two percent (2%) of their annual salary towards their health care premium.

Section B: Retirement Benefits

1. The retirement plan language shall be reflected as Lakewood Township Code 10-9.3 (Retirement) or as amended.
2. 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 the regular employee coverage. The Employee shall have the right to opt back into the Townships 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.

Lifetime medical benefits will not be provided for those employees hired after January 1, 2015.

Article 17: Leave

Section A: Personal Leave

1. Personal Leave shall be modified to reflect in the event of an emergency or unforeseen circumstances, no prior approval shall be required to use personal leave.
2. Regular full-time employees are entitled to three (3) workdays of personal leave per year with pay. Personal leave may be taken in half-day increments.
3. Personal leave days may not be accumulated from year to year. They may be taken at the discretion of the employee subject to prior approval of the Department Head.
4. Requests for the personal leave shall be made to the Department Head at least three (3) workdays in advance, except in emergencies. Such request shall be granted or denied by the Department Head taking into consideration the staff needs of the department.
5. Personal Leave may not be taken before or after a holiday, or vacation time, without Department Head approval.

Section B: Bereavement Leave

1. Regular Full-time employees shall be entitled to a bereavement leave up to three days leave with pay from the time of death of a spouse, parent, child, grandparent, sister, brother or brother-in-law, sister-in-law, parent-in-law, uncle, aunt, cousin, or grandchild.
2. The purpose of the bereavement leave is to permit the employee to make necessary arrangements for, and to attend, the funeral of a relative, and for a brief period of mourning.
3. All bereavement leave must be taken within three (3) or five (5) calendar days of the death of the relative, respectfully.

4. The employee shall notify the department head of the need for the bereavement leave, and may be required to provide proof of relationship, death, and/or a, attendance at the funeral.

Section C: Work Related Disability Leave. When full-time employee is injured in the line of duty, said employee shall receive benefits provided in the statutes, NJS34:15-12, including call out assignments.

A full time employee will be compensated at full salary for in the line of duty injuries. Accrual of time will be prorated. Light duty will depend on the employee's duties and responsibilities, subject to the insurance carrier's instructions.

Section D: Holidays

1. These official Holidays with pay shall be observed by the Township:

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

2. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.
3. If an official holiday is observed during an employee's vacation, that employee shall be entitled to an additional vacation day.
4. If an official holiday occurs while an employee is on sick leave, that employee shall not have the holiday charged against his sick leave.
5. To be eligible to receive holiday pay an employee shall work the regularly scheduled work day before the holiday and the regularly scheduled work day after the holiday, unless the employee has requested and received advance approval by his/her supervisor or the employee has provided a doctor's note for the absence.

Section E: 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/her full salary 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/her department head.
4. An employee must immediately present any subpoenas served upon him/her in connection with their official duties to his/her 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 his Department Head. Normally, he will be expected to return to duty.

Section F: Military Leave.

1. An employee who is a member of the National Guard, Armed Forces, or reserve component of the Armed Forces of the United States shall be re-employed in accordance with whatever law or laws are in effect and which apply to his particular circumstances. The time given to attend required drills shall be in addition to regular vacation leave.
2. Employees will receive their regular pay, without deduction for their military pay, for up to two weeks per year of annual field training.
3. Official orders will be presented to the department head by the employee immediately upon their receipt.
4. Military leave will take precedence over normal vacation requests when department staffing requirements are considered.
5. At the end of annual field training, the employee shall report to work following the last day necessary to travel from the training site to the place of employment. An employee failing to promptly return to work will be subject to the rules of conduct and discipline with respect to absence from scheduled work.

Section G: Sick Leave.

1. Sick leave is defined as an employee's absence from regular duty because of his/her own illness, accident, or exposure to contagious disease.
2. Annual Sick Leave
 - a. In the first year of employment, full time employees shall be entitled to one (1) day of sick leave for each month of employment. Full-time employees shall accumulate sick leave on the basis of 15 days of sick leave per year.
 - b. Sick leave may 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 (1/2) day per full day 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 January 1, 1995.

- c. Each employee absent on sick leave for three (3) or more consecutive working days shall present an authorization from a registered physician to return to work. This authorization may be required prior to the employee's return to work and shall be provided at the employee's expense. Such statement shall include medical reasons requiring the absence together with dates of absence.
 - d. A Department Head may demand a certificate from the employee's physician at any time when an employee calls in and reports that he is sick and unable to work, if the department head believes the employee may be abusing sick leave privileges. The employee shall bear the expense associated with providing the certificate. The Department Head has the authority to verify any doctor's certificate with the Township physician, at the Township's expense.
 - e. The Township may require a doctor's note if an employee identified as being chronic and excessively absent at any time in a rolling twelve (12) month previous period. This does not change the Township's ability to discipline for the same.
3. NJ Sick Leave Law. The Township will comply with the New Jersey Sick Leave Law. In accordance with the law, the Township has implemented a NJ Sick Leave Policy. The policy reads, in part, as follows:

Acceptable Reasons to Use Earned Sick Leave. You can use earned sick leave to take time off from work when:

- a. You need diagnosis, care, treatment, or recovery for a mental or physical illness, injury, or health condition; or you need preventive medical care.
- b. You need to care for a family member during diagnosis, care, treatment, or recovery for a mental or physical illness, injury, or health condition; or your family member needs preventive medical care.
- c. You or a family member have been the victim of domestic violence or sexual violence and need time for treatment, counseling, or to prepare for legal proceedings.
- d. You need to attend school-related conferences, meetings, or events regarding your child's education; or to attend a school-related meeting regarding your child's health.
- e. Your employer's business closes due to a public health emergency or you need to care for a child whose school or child care provider closed due to a public health emergency.

Family Members. The law recognizes the following individuals as "family members:"

- a. Child (biological, adopted, or foster child; stepchild; legal ward; child of a domestic partner or civil union partner)
- b. Domestic partner or civil union partner
- c. Grandchild
- d. Sibling
- e. Spouse
- f. Parent
- g. Grandparent
- h. Spouse, domestic partner, or civil union partner of an employee's parent or grandparent
- i. Sibling of an employee's spouse, domestic partner, or civil union partner
- j. Any other individual related by blood to the employee
- k. Any individual whose close association with the employee is the equivalent of family

Advance Notice. If your need for earned sick leave is foreseeable (can be planned in advance), the Township requires up to 7 days' advance notice of your intention to use earned sick leave. If your need for earned sick leave is unforeseeable (cannot be planned in advance), the Township requires you to give notice as soon as it is practical.

Unused Sick Leave. Up to 40 hours of unused earned sick leave can be carried over into the next benefit year. However, you may use up to 40 hours of leave per benefit year unless specified in a collective bargaining agreement.

Section H: Vacation Leave.

1. The vacation schedule for regular full-time employees shall be:

| <u>Length of Employment</u> | <u>Vacation Leave</u> |
|--------------------------------|----------------------------|
| 1 Day to 1 Year | One (1) Day/Month |
| 1 Year to 10 Years | Twelve (12) Days/Year |
| 10 Years and 1 Day to 15 Years | Eighteen (18) Days/Year |
| 15 Years and 1 Day to 20 Years | Twenty-Five (25) Days/Year |
| 20 Years and 1 Day and up | Twenty-Six (26) Days/Year |

2. Carry-over: For employees hired prior to May 1, 1991, accumulation of vacation leave beyond that earned in a two (2) year period shall be permitted only with the consent of the appointing authority in writing. For employees hired on or after May

I, 1991, accumulation of vacation leave may not exceed that earned in a one (1) year period.

3. Other Provisions:

- a. Vacations will not exceed 2 weeks in length. An extension may be requested and will be reviewed on a case-by-case basis. Approval will be by the Director and will not be unreasonably withheld.
- b. The Department heads shall arrange vacation schedules and limit vacation selections in a manner designed to maintain city services. Factors such as expected workload, staff size, amount of vacation time due each employee, availability of other types of leave, and other elements shall be considered when scheduling vacation periods and approving selections.
- c. Department heads shall have the right, by reason of the demands of conducting operations for the general welfare of the city, to designate the periods during which an employee may take a vacation. In the case of conflict in schedules, seniority in the division will govern. However, in every instance, proper staffing of the operations must take precedence over all other considerations in scheduling vacations.
- d. Requests to schedule vacations will not be unreasonably refused. Requests are to be made by March 1st each year. Dates may be changed by mutual agreement with one (1) week notice.
- e. An employee on leave of absence without pay, on layoff or on extended sick leave shall not earn or accrue vacation leave.
- f. In case of discharge, dismissal, or voluntarily leaving the city's employ in good standing, the employee's vacation will be prorated from the first of the year. In the event of an employee's death, unused accrued vacation and sick time shall be paid to his/her estate.
- g. Beginning in 2020 employees may elect to cash out up to ten (10) days of accrued, unused vacation time. Payout requests must be submitted by November 15th for payment in the last pay period of December. The Township will provide a method for making requests.

Section I: Accrued Time.

The Township agrees to provide each covered employee with 24/7 online access through its online employee payroll portal to the amount of leave used during the calendar year and the amount of leave remaining for the calendar year. For this purpose, leave shall include all forms of paid leave, including but not limited to sick, personal, vacation, bereavement or any other form of paid leave provided by the contract.

Article 18: Separability and Savings Clause

If any article or section of this agreement or any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if no compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement and of any supplements or riders thereto, or the application of such article or section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Article 19: Complete

During the negotiations resulting in this agreement, the Township and the union each had the unlimited right and opportunity to make demands and proposals as permitted by applicable law. Except as specifically set forth elsewhere in this agreement, each party expressly waives the right to require the other to negotiate over any matter discussed between them during the negotiations which resulted in this agreement or over any matter about which either had knowledge or should have had knowledge prior to signing of this agreement. This agreement contains the entire understanding between the parties and finally determines all matters of collective negotiations for its term. Changes to this agreement must be reduced to writing and executed by both the Township and union.

Article 10: Duration


This agreement shall commence as of January 1, 2019 and shall remain in full force and effect up to and including December 31, 2022.

LOCAL NO. 469 AW I.B.T

TOWNSHIP OF LAKEWOOD



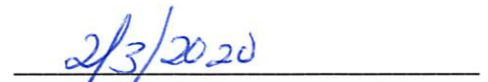
Vincent Minichino, I.B.T. Local 469



Raymond Coles, Mayor

Representative


Attest



Date

Schedule A

| Title | Range |
|---|-------|
| Assistant Superintendent, Public Works | 89 |
| Municipal Recycling Coordinator* | 88 |
| Supervising Mechanic Repairer | 88 |
| Supervisor – Building Services | 88 |
| Supervisor – Mechanic | 88 |
| Supervisor – Parks | 88 |
| Supervisor – Sanitation | 88 |
| Supervisor – Roads | 88 |
| Supervisor – Public Works | 88 |
| Supervisor – Code Enforcement | 88 |
| Supervisor – Recycling | 88 |
| * Will be removed immediately upon retirement of the current coordinator. | |

Schedule B
Salary Scale

1/1/2019 Salary Scale

| Range | Minimum | Maximum |
|-------|-------------|-------------|
| 88 | \$67,582.14 | \$79,232.58 |
| 89 | \$81,401.10 | \$96,942.84 |

1/1/2020 Salary Scale

| Range | Minimum | Maximum |
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| 88 | \$68,595.87 | \$80,421.07 |
| 89 | \$82,622.12 | \$98,396.98 |

1/1/2021 Salary Scale

| Range | Minimum | Maximum |
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