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AGREEMENT

between

TOWNSHIP OF LAKEWOOD

and

LOCAL 97

INTERNATIONAL BROTHERHOOD

OF TEAMSTERS

January 1993 to

December 31, 1995

II. UNION DUES

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

- B. Pursuant to the "New Jersey Employer-Employee Relation Act" as amended, all non-members of the Union shall pay to the Union a representation fee in lieu of dues for services rendered by the Union in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the Union to its own members, less the cost of benefits financed through the dues, fees and assessments and available to or benefitting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

NOTWITHSTANDING anything contained in Chapter II, Section A above, union dues and, if applicable, initiation fees shall be deducted from the employee's paycheck on a weekly basis and all amounts deducted shall be remitted to the Union on a monthly basis.

III. GRIEVANCE PROCEDURE

GRIEVANCE shall mean a dispute growing out of enforcement and/or interpretation of the terms and conditions of this agreement.

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 satisfactory 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 3. If the grievance is not adjusted to the satisfaction of the employee and the shop committee, the employee, through his union shop committee, shall proceed by filing a written grievance with the Council Public Works Committee within fifteen (15) working days of the decision made by the Municipal Manager. The Council Public Works Committee, the aggrieved employee and the union's representative shall meet within fifteen (15) working days after meeting with the manager. The decision rendered shall be advisory and not binding.

Step 1 and Step 2 may be presented and discussed during or after working hours. A mutually agreeable time will be arranged between 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 4. If the advisory opinion of the meeting at Step 3 is not mutually agreed to, either party may submit to PERC for a list of arbitrators within 30 days. An arbitrator shall be selected under PERC rules.

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

The cost of the arbitration shall be borne equally by the parties. The parties may agree to extension of time lines within the clause.

IV. SENIORITY

A. All newly hired employees shall be considered as probationary employees for the first three (3) months of service. Upon completion of the probationary period, such employees' seniority shall date from their original date of hiring. Seniority to be an important factor in filling permanent assignments provided the individual has the skill and ability to perform the task.

When employees are laid off, in accordance with Civil Service, employees in each classification with the longest service shall be laid off last and rehired first. All such lay-offs shall be based upon the classification seniority list herein described, and all furloughed employees shall be rehired in the reverse order in which they are laid off. No new employees shall be hired until all laid off employees within a classification shall first have been recalled.

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, and 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. New employees shall remain probationary after completion of three (3) months of service from the date of last hiring. Upon completion of said period, such 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.

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 "grandfathered" (hired prior to January 1, 1993) shall continue to receive longevity as follows:

- 1.5% upon completion of 3rd year of service, at beginning of 4th year;
- 3% upon completion of 7th year of service, at beginning of 8th year;
- 4.5% upon completion of 11th year of service, at beginning of 12th year;
- 6% upon completion of 15th year of service, at beginning of 16th year;
- 7.5% upon completion of 19th year of service, at beginning of 20th year.

VI. WAGES -- CALLBACK

1) Wages. Pay periods shall be in accordance with the policies and ordinances of the Township. Annual increases in the percentages specified below will be given to all employees covered by this contract:

1993	5% - all employees currently on the payroll.
1994	January 1 - 5%, all employees currently on the payroll.
1995	January 1 - 5%, all employees currently on the payroll.

The 5% increase in each year does not apply to employees for the laborer and truck driving categories. They shall be paid increases as attached.

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.

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 Superintendent of Public Works, and/or the Municipal Manager.

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. Time and one-half premium pay shall be paid for any work performed on the sixth day. Employees who work on the seventh day shall receive double time premium for these hours. Any employee required to work on a holiday shall receive his pay for that day plus additional time and one-half for all hours worked.

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. If an employee feels that his treatment under this clause has been improper or unfair he may utilize the grievance and advisory machinery to adjust his claim.

E. The Township reserves the right to require qualified employees to work overtime whenever conditions so warrant, provided such right shall not be exercised capriciously. If an employee feels that his treatment under this clause has been improper or unfair he may utilize the grievance and advisory machinery to adjust his claim.

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 \$3.00. 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 \$5.00. 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 previous practice of having the Township pay restaurants directly for meals bought by employees is hereby abolished.

4. 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.
5. Meal checks may not be "pooled." Reimbursement shall be to individual employees only.

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

1. As authorized by the department head, any employee performing work at a higher title, except for transportation employees or for the purpose of doing errands, shall be entitled to the higher rate of pay after four (4) hours of continued work within a prescribed shift.

There shall be no carry-over for work in a higher classification beyond the shift actually work, unless it is continuous.

2. WORK CLOTHES AND SHOES

- A) Garbage workers on trucks and other vehicles shall be provided with three (3) pairs of shoes during the contract year. However, under the salvage system the old shoes must be returned in order to receive a new pair. Failure to return the old shoes will result in the employee purchasing their own shoes at no cost to the township.
- B) The shoe allowance under the salvage and voucher system shall be \$55.00 every six months.
- C) Rain gear shall be issued under the salvage system. An employee must return the previously issued gear to be eligible for a new issue. Locks will be provided on the salvage system.
- D) All employees shall be paid \$150 every six months for the maintenance of clothing and uniforms.
- E) All employees shall report to work dressed in proper uniforms and gear, as provided in the agreement.

Any employee failing to report to work properly attired shall be subject to discipline.

- F) Tool allowances shall be eliminated as of January 1, 1994.
- G) Mechanics, where feasible, will be provided with cotton uniforms that will be serviced.

3. JOB POSTING

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

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

IX. SAFETY

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

All equipment shall be in safe operating condition according to common industry standards, to insure the safety of the employees using such equipment. A safety committee may be established to work with management to ensure the utmost safety in the department. Joint Safety Committee will meet on an as-needed basis, determined by the Superintendent of Public Works.

X. VACATIONS

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

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

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

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

B. Part-Time, Temporary or Probationary Employees. Permanent part-time employees are eligible for vacation leave on a prorated basis. Temporary or seasonal employees shall not be entitled to vacation leave.

C. Accumulation. Accumulation of vacation leave beyond that earned in a two-year period shall be permitted only with the consent of the appointing authority.

D. Choice of Time. Vacations shall be scheduled by the manager and department heads 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. 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. Vacations shall be taken as accumulated.

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

XI. ABSENCES

Leaves of Absence.

Sick Leave.

a. 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. Part-time and full-time temporary employees are not eligible for sick leave.

b. 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.

c. 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.

d. 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.

e. 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.

Death in the Family Leave.

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 spouses, son, daughter, son-in-law, daughter-in-law, mother, father, mother-in-law, father-in-law, sister, brother, 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. The Superintendent of Public Works must give prior approval for the absence and may increase such leave for extenuating circumstances.

Special Leave.

a. 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.

b. 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.

c. 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.

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

a. When a full-time employee is injured in the line of duty, the township committee may, pursuant to R.S. 40:11-8, pass a resolution giving the employee up to one year's leave of absence with pay. When such action is taken, the employee shall not be charged any sick leave time for time lost due to such particular injury.

b. Prior to the passage of a resolution referred to in paragraph (a) above, a contract shall be executed between the employee and the township setting forth that the employee shall reimburse the Township for monies he may receive as workmen's compensation, temporary benefits, or from possible legal settlement or judgment against the person responsible for the injury.

In all cases when the injury occurs, it shall be immediately reported to the supervisor and a report concerning the incident will be filed with the department. Failure to report an incident could result in disciplinary action to the employee.

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.

Military Leave.

a. 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.

b. 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.

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, favorably endorsed by the manager and approved by the appointing authority. 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.

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.

XIII. INSURANCE.

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.

XIV. EMPLOYMENT, PROMOTIONS AND MANAGERIAL RIGHTS

Civil Service.

The New Jersey State Civil Service Law and the Civil Service Rules of the State of New Jersey applicable to municipalities provide the basic framework for employment in the Township government. This chapter and all its provisions shall at all times be subject to the Civil Service Rules of the State of New Jersey, which prescribe basic minimum standards. To the extent that this Article may in any respect provide minimum standards which are less than those embodied in the Civil Service Rules of the State of New Jersey, the latter rules shall be deemed applicable; however, to the extent that the provisions of this Article contain benefits or provisions which are in excess of the minimum requirements of the Civil Service Rules of the State of New Jersey, the provisions of this Article shall be deemed to be controlling.

Management Rights.

The following principles shall constitute the policies of the Township of Lakewood:

A. Employment in the Township government shall be based on merit and fitness, free of personal and political considerations.

B. Just and equitable incentives and conditions shall be established and maintained in order to promote efficiency and economy in the operation of the Township government.

C. Positions with similar duties and responsibilities shall be classified and compensated on a uniform basis.

D. Appointments, promotions and other personnel actions requiring the application of the merit principle shall be based on systematic tests and evaluations of knowledge and performance, and where appropriate these shall be carried out through the township's participation in the New Jersey State Civil Service System.

E. Every effort shall be made to stimulate high morals by fair administration of this Article, and by consideration of the rights and interests of employees, consistent with the best interests of the public and the Township.

F. The right to schedule shifts and transfer employees.

G. Discipline employees for poor performance, violations of rules of conduct and abuse of sick leave, patterns of lateness and behavior inconsistent with policies of the Township and best interests of the community.

H. Determine the size of the work force and the technology to carry out the mission of the department and Township.

I. Appointment. Except as is otherwise provided by law or provided herein, all officers and employees appointed to positions of employments for the township, after the effective date of this section, shall be bona fide residents of the Township of Lakewood. A bona fide resident for the purpose of this section is a person having a permanent domicile within the Township and one which has not been adopted with the intention of again taking up or claiming a previous residence acquired outside of the township.

J. Eligibility of Applicants for Positions and Employments in the Classified Service of the Township. The Township Committee hereby limits the eligibility of applicants for positions and employments in the classified service of the township to bona fide residents except as otherwise provided herein or by law.

K. Unavailability of Qualified Residents for Available Specific Positions or Employments; Nonresident Employees to Become Bona Fide Residents Within One Year of Appointment. Whenever the governing body shall by resolution determine that there cannot be recruited a sufficient number of qualified residents for available specific positions or employments, the township officials or the Civil Service Commission, as the case may be, shall advertise for other qualified applicants who shall be classified as follows:

1. Other residents of Ocean County.
2. Other residents of counties contiguous to Ocean County.
3. Other residents of the State.
4. All other applicants.

The township shall first appoint all those in class (1.) and then those in each succeeding class in the order above listed after all qualified applicants in the preceding class or classes have been appointed or have declined an offer of appointment.

It shall be specified at the time of employment that all nonresidents subsequently appointed to positions of employment for the Township of Lakewood, after the effective date of this section, shall become bona fide residents of the township within one year of their appointment.

L. Failure to Maintain Residency; Notification; Grounds for Discharge. Failure of any such employee to maintain residency in the township shall be cause for removal or discharge from service provided the township officials give the employee written notification that failure to again take up bona fide residency in the township within six months of such notification will result in removal or discharge from service.

M. Specific Positions and Employment Requiring Special Talent or Skills; Filling Without Reference to Residency. Whenever the Township Committee shall determine by resolution that there are certain positions or employments requiring special talents or skills which are necessary for the operations of the township and which are not likely to be found among the residents of the township, such positions or employments so determined shall be filled without reference to residency.

Any such resolution shall set forth in detail the reasons upon which such a determination is made.

N. Preference in Promotion to Bona Fide Residents. When promotions are based on merit as determined by suitable promotion tests or other objective criteria, officers and employees who are bona fide residents shall be given preference over a nonresident in any instance when all measurable criteria are equal. The preference granted by this section shall in no ways diminish, reduce, or affect the preference granted pursuant to any other provision of law.

O. Preemption by Order of Court or of State or Federal Agency to Eliminate Discrimination. Any requirements concerning eligibility, appointment or promotion contained in this section shall be subject to any order issued by any court, or by any State or Federal agency pursuant to law, with respect to a requirement of action to eliminate discrimination in employment based upon race, creed, color, national origin, ancestry, marital status or sex, except that any such nonresident appointees shall become bona fide residents of the township within one year of appointment.

Appointment.

A. Basis for Original Appointment. Original appointments to vacancies in the Township service shall be based upon merit, fitness and ability, which shall be determined by competitive examinations insofar as practicable, and shall be in accordance with the Civil Service Rules of the State of New Jersey.

B. Temporary Appointments. In the absence of an appropriate list or for the filling of temporary or seasonal positions, or temporarily in the case of emergencies, vacancies may be filled by temporary appointments by the appointing authority. Such temporary appointments shall have a maximum duration of four months.

C. Provisional Appointments. Pending the establishment of an appropriate eligible list, vacancies in permanent positions may be filled by provisional appointments. Such appointments shall continue only until an appropriate eligible list is established. Such provisional employees shall possess minimum qualifications established for the vacant position.

D. Probationary Period.

1. All employees appointed permanently to the classified service shall serve a probationary period of 90 days. At the expiration of the probationary period, the appointing authority, in consultation with the manager, may discontinue the service of any such employee if in the appointing authority's opinion the employee is unwilling or unable to perform the duties of his position in a satisfactory manner, or if the employee is of such reputation and habits as not to merit continuance in the service of the township. In every case the manager shall notify the employee in writing of the discontinuance and of the reasons for the same, and shall forward a copy of the notice to the Department of Civil Service of the State of New Jersey.

2. A 90-day probationary period shall also apply to an employee promoted to a higher classification. Such probationary status will in no way affect the rights and status in the original or lower classification.

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>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	1-5 Days Suspension	6 - 10 Days	Discharge
4. Deliberate Destruction or Abuse of Public Property or Property of Residents or Other Employees	30 Days Suspension	Discharge	
5. Reporting to work or working while under the influence of intoxicating beverages and/or narcotics or other drugs or having possession of same on public property	Enroll Rehab Program	Failure to Utilize 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	1 - 5 Days Suspension	6 - 10 Days Suspension	Discharge

9. Leaving work stations or routes during working hours without permission.	1 - 5 Days Suspension	6 - 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
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	1 - 5 Days Suspension	6 - 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 (6-mo. period)	Written Warning	1 - 3 Days Suspension	4 - 10 Days Suspension
19. Restricting output or intentional slowdown (6 mos. 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 **
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 **
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33. Failure to wear uniform and proper footwear (leather arch shoes) --
 1st Offense: Written Warning plus loss of time required to return in proper uniform
 (30 minute minimum time loss)
 2nd Offense: 1-3 Days suspension plus loss of time for change
 3rd Offense: 4-6 Day suspension plus loss of time for change**

34. Conduct unbecoming a public employee --
 Penalty at discretion of employee, based on severity of case

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.

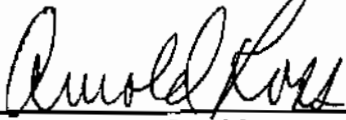
*Violation may be referred to Police for testing and verification.

**Continued occurrence may result in discharge.

TERM

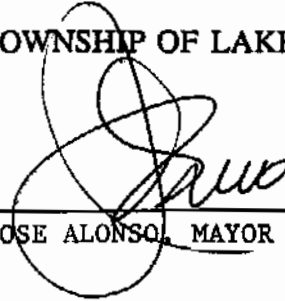
The term of this agreement shall be from January 1, 1993 through December 31, 1995 and from month to month thereafter unless cancelled in writing by either party upon 30 days' notice.

TEAMSTERS LOCAL 97, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

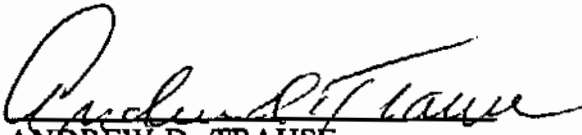


ARNOLD ROSS, President

TOWNSHIP OF LAKEWOOD



JOSE ALONSO, MAYOR



ANDREW D. TRAUSE
Secretary-Treasurer



BERNADETTE WORK, RMC



FRANK R. VASFALLO, Jr.
Representative

ATTEST:

DATED: