

AGREEMENT

BETWEEN

TOWNSHIP OF LAKEWOOD

OCEAN COUNTY, NEW JERSEY

AND

LOCAL NO. 469 *AIW* I.B.T.

JANUARY 1, 2011 TO DECEMBER 31, 2012

The parties to this agreement, made the 1st day of January in the Year of 2011
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 I. 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 II. 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. Take all necessary actions to carry out its responsibilities in the conduct of regular business and in emergencies.

Section B.

The management and direction of the workforce shall be at the sole discretion and the sole responsibility of the Township, and except as otherwise provided herein, the Township retains the sole 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 III. 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 IV. 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 V. 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

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

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

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

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

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 I 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 VI. 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 nonmember employees in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative during the term of this agreement. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

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 requirements

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

Section C.

All sums deducted by the Township shall be remitted to the treasurer 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 D

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 E.

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 VII. 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 VIII. 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 IX. SUSPENSION AND DISCHARGE

Section 1.

For cause, the Township may take disciplinary action against an employee, in the form of an informal warning, formal warning, demotion, suspension, fine, loss of leave, or dismissal, in accordance with the following table of offenses and penalties:

TABLE OF OFFENSES AND PENALTIES

<u>OFFENSE</u>	<u>PENALTIES FOR OFFENSE</u>		
	1 st Offense	2 nd Offense	3 rd Offense
1. Stealing Private or Public property	Discharge		
2. Material Falsification of any Public Record	30 Days Suspension		
3. Refusal to Obey Orders (Insubordination)	1-5 Days	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 in Rehab Program	Discharge	
6. Intentionally punching another Employee's time card or having one's Own time card punched by another	3-5 Days Suspension	6-10 Days Suspension	Discharge
7. Absent five (5) or more consecutive days without proper notification	Discharge		
8. Sleeping during working hours, engaging in unauthorized breaks or inability to perform duties	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. Misrepresenting 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 Day Suspension	6-10 Days Suspension	Discharge
18. Unexcused pattern of tardiness	1-3 Days Suspension	4-10 Days Suspension	Discharge
19. Restricting output or intentional slowdown	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 Suspension	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	4-16 Days Suspension**
28. Unauthorized, off-duty operation or use of Township equipment	Discharge		
29. Failure to report injury or 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 4 days	1-5 Days Suspension (plus day's)	5-10 Days Suspension (plus day's)	Discharge
32. Stretching breaks or otherwise wasting time	Written Warning	1-5 Days Suspension	6-10 Days Suspension*
33. Conviction of a crime of the Fourth degree or greater	Immediate Forfeiture of Position		
34. Failure to wear assigned uniform (footwear, leather arch shoes)- 1 st Offense: Written Warning plus loss of time required to return in proper uniform (30 minute minimum time loss) 2 nd Offense: 1-3 Day Suspension plus loss of time for change 3 rd Offense: 4-6 Days Suspension plus loss of time for change**			
35. Conduct unbecoming a public employee – Penalty at discretion of employer 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.

Listing of these offenses is an effort to identify general infractions and should not be construed to limit disciplinary action for other offences or to preclude heavier penalty if the circumstances so merit, as determined by the Township.

**Continued occurrence may result in discharge

ARTICLE X. HOURS OF WORK

Section A. Normal workweek

I. The normal, regular-time workweek shall include forty (40) hours of work each week. The determination of schedule and the assignment of employees shall be at the discretion of the Township. 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. Upon the agreement of all other Township bargaining units, Local 469 also agrees to move to a bi-weekly payroll. Without the acceptance of all other bargaining units, the current weekly payroll shall continue.

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 XI. OVERTIME WORK

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

The premium rate for employees required to work outside their normal work hours shall be one and one half (1.5) times their hourly rate of pay. Hourly rate of pay shall be calculated by dividing the sum of the employee's current annual pay rate plus any longevity by 2080.

Section C. Meal breaks

A. 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:

- I. 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

b. 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.

c. Employees required to work emergency or unscheduled overtime shall be reimbursed for the cost of meals consumed during the required meal breaks, at the rate of nine dollars (\$9.00) for dinner and five dollars (\$5.00) for breakfast or seven dollars (\$7.00) for lunch, not including any "take out" charge by the restaurant. Requests for cash reimbursement shall be accompanied by receipts. In lieu of the allowance, the Township

may provide food of the type normally consumed by the employees during meal breaks.

d. 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.

Section 5. 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.

ARTICLE XII. RATE OF PAY

Section A.

The annual rate of pay for each employee in the bargaining unit shall be based on the employees position classification as set forth in Schedule "A" through "F" which is appended hereto and incorporated herein- by reference retroactive to the effective date of this agreement (January 1, 2011), plus the employee's longevity increment, divided by 2080.

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 one (1) hour/per day added compensation after having served for at least five (5) consecutive work days replacing said superior. This one hour/per day shall be at one and one-half (1.5) times the employee's regular hourly rate of pay.

ARTICLE XIII. LONGEVITY

Section A.

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

Completed Years of Service

Upon completion of 5th year of service, at beginning of 6th year	1.5%
Upon the completion of the 7 th year of service, at beginning of the 8 th year	3.0%
Upon the completion of the 11 th year of service, at beginning of the 12 th year.	4.5%
Upon the completion of the 15 th year of service, at the beginning of the 16 th year	6.0%
Upon the completion of the 19 th year of service, at the beginning of the 20 th year	7.5%

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 XIV. 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

6 Tee Shirts

- 1 Light weight jacket
- 1 Insulated jacket liner
- 1 Winter coat
- 2 pairs of steel-toe work boots

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 semiannually 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 \$110 annually for each employee.

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	Work gloves
Rain suit	Ear protectors
Safety vest	

Section C. Use and replacement of uniforms and equipment

- a. 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.

Section D. Tool Allowance

1. 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-\$200.00
Division of Road Repair-\$ 150.00
Division of Maintenance-\$150.00

ARTICLE XV. INSURANCE

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

B. This health insurance indemnity plan shall be modified in accordance with the following Provisions effective January I, 2011.

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

RETIREMENT BENEFITS

A. The retirement plan language shall be reflected as Lakewood Township Code 10-9.3 (Retirement), or as amended.

B. 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.

ARTICLE XVI. LEAVE

Section A. Personal Leave

1. 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.
2. 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
3. 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.
4. Personal Leave may not be taken before or after a Holiday, or vacation time, without department head approval.

Section B. Bereavement Leave

1. Regular Fulltime employees shall be entitled to a bereavement leave up to three (3) days leave with pay or five (5) days if such death occurs outside the State of New Jersey from the time of death of a spouse, parent, child, grandparent, sister, brother or brother-in-law, sister-in-law or parent-in-law.
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 attendance at the funeral.

Section C. Work Related Disability Leave

1. When full-time employee is injured in the line of duty, said employee shall receive benefits provided in the statutes, NJS34:15-12.

Section D.

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

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 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 department head.
4. An employee must immediately present any subpoenas served upon him in connection with their official duties to his department head.
5. In the event an employee is released from jury duty, on any day, more than two (2) hours prior to the end of his normal working hours, he is to report by telephone to 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 own illness, accident, or exposure to contagious disease.

Section 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 the 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.

Section H. Vacation Leave

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

Section 3. Other provisions

a. 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.

b. 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.

c. Requests to schedule vacations will not be unreasonably refused. Requests are to be made by March 1 each year. Dates may be changed by mutual agreement with one week notice.

- d. An employee on leave of absence without pay, on layoff or on extended sick leave shall not earn or accrue vacation leave.
- e. 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 vacation for the year shall be paid to his/her estate.

Section 1. Injury in Line of Duty

1. * When a full time employee is injured in the line of duty, said employee shall receive those benefits provided in the Statutes, NJS 34: 15-12, including "call-out" assignments.

*Revised 10-12-95

ARTICLE XVII. 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 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 XVIII. COMPLETE

Agreement Section I.

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 the 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 XIX. DURATION

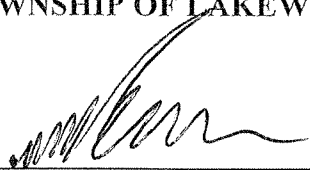
Section 1.

This agreement shall commence as of January 1, 2011 and shall remain in full force and effect up to and including December 31, 2012.

LOCAL NO. 469 A/W I.B.T.

TOWNSHIP OF LAKEWOOD

M.L. BRODERICK, I.B.T. LOCAL 469



MENASHE P. MILLER, MAYOR

REPRESENTATIVE



MARY ANN DEL MASTRO, RMC

ATTEST: _____

DATE: _____

SCHEDULE A

<u>TITLE</u>	<u>RANGE</u>
Assistant Superintendent, Parks	89
Assistant Superintendent, Public Works	89
Superintendent of Public Property	89
Municipal Recycling Coordinator	88
Supervising Maintenance Repairer	88
Supervisor - Mechanic	88
Supervisor - Parks	88
Supervisor - Roads	88
Supervisor – Sanitation	88
Supervisor – Building Services	88

SCHEDULE B1/1/2011 SALARY SCALE

<u>Range</u>	<u>Minimum</u>	<u>Maximum</u>
88	\$57,652	\$68,948
89	\$69,446	\$82,712

SCHEDULE C1/1/2012 Salary Scale

<u>Range</u>	<u>Minimum</u>	<u>Maximum</u>
88	\$58,805	\$70,327
89	\$70,835	\$84,366

Township vehicles (trucks) being supplied to supervisors – The current allotment of vehicles being supplied to supervisory staff shall be maintained at its current rate. Any new employees from the signing of this agreement may or may not be given a vehicle in accordance with the Townships directives.