

Agreement Between the
Township of Lakewood and Local 108 RWDSU, UFCW,
AFL-CIO,CLC Public Employees Division

January 1, 2019 to December 31, 2022

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Preamble

This Agreement effective this first day of July 2015 entered into and between The Township of Lakewood, New Jersey, in the county of Ocean, a municipal corporation of the State of New Jersey (hereinafter referred to as the "Town") and Local 108 RWDSU, U.F.C.W., AFL-CIO, CLC PUBLIC EMPLOYEES DNISION (hereinafter referred to as the "Union") represents the complete and final understanding of all bargain able issues between the Town and the Union and is designated to maintain and promote a harmonious relationship between the Town and each of its employees who are covered by *Article I: Recognition*, in order that a more efficient and progressive public service may be rendered.

Article I: Recognition

In accordance with the election conducted by the New Jersey Public Employee Relations Commission in Docket No. RO-2015-039, the Town recognizes the Union as the exclusive collective negotiations agent for all full and part time crossing guards employed by the Township of Lakewood, New Jersey.

Article II: Management Rights

Section A.

The Town retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, and except as limited by the express terms of this Agreement, the following:

1. The executive, managerial and administrative control of the Town and its properties and facilities and the activities of its employees; and
2. The right to determine what services, programs, activities and products the Town will offer, and to establish, discontinue, reorganize or combine any department, sub-department or work area; and
3. The right to hire all employees and determine their qualifications and to make and implement all decisions regarding conditions for initial and continued employment, assignments, promotions and transfers; and
4. The right to suspend, demote and discharge employees and to take other disciplinary action for good cause in accordance with the law; and
5. The right to establish, modify and implement policies, rules, regulations and practices, and to introduce new and/or improved methods, equipment, and technology, and to decide the number of employees needed for any particular reason and at any particular time, regardless of whether any one or more of these activities may result in a reduction enforce; and
6. The right to determine days and hours of operations, work schedules and shifts, subject to negotiation with the Union as to compensation therefore; and

7. The right to make, maintain, modify and implement policies, rules, regulations and practices as it may from time to time deem necessary for the purpose of maintaining order, safety, and/or effective operation of the Town, and to expect and require all employees to support and comply with same.

Section B.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Town, the adoption, modification and implementation of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by applicable law and by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof conform with the Constitution and Laws of New Jersey and of the United States.

Article III: Non-Discrimination

Neither the Employer nor the Union shall discriminate against employees because of race, color, creed, national origin, age, religion or sex and neither shall discriminate against, interfere with or coerce employees regarding membership or non-membership in the Union.

Article IV: Probationary Period

1. Employees shall be probationary employees until they have successfully completed ninety (90) days of Regular Appointment, hereinafter referred to as the "working test period".
2. Probationary employees shall have only such right to grieve as is provided by the Rules of the New Jersey Civil Service Commission. The applicable rules are incorporated by reference into this Agreement.
3. The Employer reserves the right to discharge, suspend or otherwise discipline probationary employees and such employees have no contractual right to grieve concerning any term or condition of employment except as in Paragraph No. 2.
4. The performance of probationary employees shall be reviewed during the first, second and third month of work pursuant to the Rules of the New Jersey Civil Service Commission.

Article V: Grievance Procedure

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Definition: The term "grievance" as used herein is defined as any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement

and may be raised by the individual, the Union or the Town. The Union business representative shall have the right to participate in all steps of the "grievance procedure" noted below.

3. Steps of the Grievance Procedure: The following constitutes a sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent of the parties.

- a. Step One: An employee having a grievance shall present it orally, either individually or in the presence of the Union Steward, 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.
- b. Step Two: If the grievance is not satisfactorily adjusted, within five (5) working days after the presentation to the immediate supervisor, the grievance shall be presented in writing to the Township Manager by the Union steward. 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, Shop Steward or representative. The decision rendered shall be advisory and not binding.
- c. Step Three:
 - i. In the event the grievance has not been resolved during the grievance procedure, the Union may within thirty (30) working days after the Step Three answer request arbitration. The arbitrator shall be chosen in accordance with the rules of the New Jersey Public Employment Relations Commission.
 - ii. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts involved in the grievance as presented to him/her. The Arbitrator shall have no authority to add to, modify, detract from or alter any provisions of the Agreement or any amendment or supplement thereto.
 - iii. The cost for the Arbitrator shall be borne equally between the Town and the Union. Any other expense incurred, shall be paid by the party incurring such cost.
 - iv. The Arbitrator shall set forth his/her finding of fact and reason for making the award within thirty (30) days after the conclusion of the arbitration hearing unless otherwise agreed by the parties.
 - v. The decision of the Arbitrator shall be final and binding on the parties.
 - vi. An aggrieved employee shall suffer no loss of pay as a result of work

time spent in his own behalf in any hearing. The designated Union Shop Steward shall be permitted to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein, during work hours, without loss of pay.

- vii. 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.

Article VI: Union Dues

The Township agrees to deduct the Union's monthly dues and initiation fees from the pay of the employees who authorize the City 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 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. The Township's obligation hereunder commences on the first day of the month next following the execution of this agreement.

Article VII: Hours of Work

1. Part time guards will work no more than 29.5 hours per week. Part time staff will be required to work:
 - a. a minimum of 20 hours a month and 3 special events a year.
 - b. If there are not enough shifts posted then the availability for the month should be submitted to the Traffic Supervisor.
 - c. Employees unable to work their assigned shift due to illness and/or doctor's appointments must provide a doctor's note.
 - d. Employees that regularly miss calls for assignments with no call-backs to a supervisor will be deemed as turning down a shift.
 - e. Part time employees that:
 - repeatedly turn down shifts;
 - fail to meet the minimum required hours of work per month and/or special events;
 - call out frequently will be subject to disciplinary action up to and including termination of employment.
2. Full time guards will work 35 hours per week.
3. Weekends are considered regular work days for all employees and as such employees may be scheduled to work.
4. Time and one half (1 ½) will be paid for hours worked in excess of 40 hours in a week.

Article VIII: Sick Leave

1. 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 full time 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.

2. Part-time employees will accrue sick leave based on the NJ Sick Leave Law.

3. 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.

4. 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.

Article IX: 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.

Article X: Personal Hours

1. Full-time will accrue based on township policy and ordinance.
2. Part-time employees will be eligible for 14 personal hours per year, prorated.

Article XI: Holidays

The following official holidays with pay shall be observed by the Township:

New Year's Day	Labor Day
ML King Jr. Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday (President's Day)	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Post-Thanksgiving Day
Independence Day	Christmas Day

1. Part-time employees working on a holiday will be paid at a rate of time and a half.
2. Full-time: Where it is necessary, in order to maintain regular service, to require an employee to work on an official holiday, such employee shall be compensated for the

holiday plus additional time at straight time for all hours worked.

3. 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.

Article XII: Clothing Allowance

Clothing and equipment will be supplied on an as needed basis.

Article XIII: Salary and Benefits

1. The starting salary for employees hired after the ratification of this contract shall be \$12.75 per hour. After six (6) months of employment, \$0.75 per hour. After one (1) year of employment, \$0.75 per hour. New employees shall not be entitled to the contractual increase until the completion of one (1) year of employment.
2. Salary increases:
 - a. Effective 1/1/2019 – 2%
 - b. Effective 1/1/2020 – 2%
 - c. Effective 1/1/2021 – 2%
 - d. Effective 1/1/2022 – 2%
3. Increases that occur in the middle of a pay period will be paid at the higher rate starting the following pay period.
4. Overtime earned after midnight on the last Friday of a pay period will be paid in the following pay period.
5. Salary Range: \$12.75 - \$20.00 per hour.
6. Deferred Compensation for full time employees: 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.
7. Health benefits: Full time employees will pay 2% of annual salary toward health care premiums.

Article XIV: Leave for Union Activities

The Township agrees to grant the necessary time off without loss of pay to the Shop Steward and the Assistant Shop Steward of the Union or delegates designated by the Union to attend any State or National convention, including conventions or seminars of the local Union. Such time off as herein described is not to exceed one event in any calendar year.

Article XV: No Strike Pledge

1. The Union covenants and agrees that during the term of this Agreement and during negotiations of a Successor Agreement, neither the Union or any person acting on its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty or willful absence of an employee from his position, or stoppage of work, or abstinence in whole or in part from the full, faithful

and proper performance of the employee's duties of employment, work stoppage, slowdown, walk-out or other job action (including picketing and/or lobbying) against the Township or any of its employees. The Union agrees that such action would constitute a material breach of this Agreement.

2. The Union agrees that it will take all reasonable actions to prevent its members from participating in a strike, work stoppage, slowdown, or other activity aforementioned.
3. In the event of a strike, slowdown, walk-out or any other job action, it is covenanted and agreed that participation in such activity by any Union member shall be deemed grounds for disciplinary action, including termination of employment of such employee or employees.

Article XVI: Bulletin Board

1. The Township will supply one bulletin board for the use of the Union to be placed in a conspicuous location.
2. The bulletin board shall be for the use of the Union for the posting of notices and bulletins pertaining to Union business and activities or matters dealing with the welfare of employees.
3. No matter may be posted without receiving permission of the officially designated Association representative. Any bulletins deemed detrimental to operations may be rejected for posting by the Township Manager. However, approval for postings shall not be unreasonably withheld.

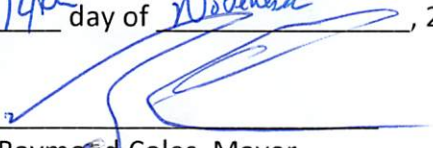
Article XVII: Separability and Savings

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall, continue in full force and effect.

Article XVIII: Duration

1. This Agreement shall be in full force and effect from the date of signing including January 1, 2019 and December 31, 2022 shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.
2. Where not such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to December 31, 2022 advising that such party desires to revise or change the term or conditions of such Agreement.
3. Any deletions or additions not agreed to in the Memorandum of Agreement (MOA) will not be honored in any part of this contract.

In Witness Where of the parties hereto affix their hands at Lakewood, New Jersey on this
14th day of November, 2019.



Raymond Coles, Mayor
Township of Lakewood

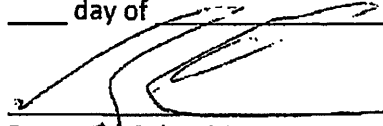


,Shop Steward

,Shop Steward

Jasper J. Parnell, Business Agent

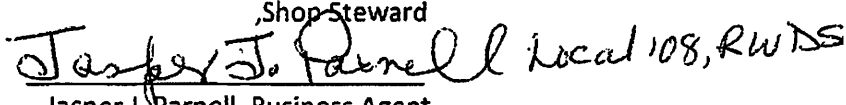
In Witness Where of, the parties hereto affix their hands at Lakewood, New Jersey on this
____ day of _____, 2019.



Raymond Coles, Mayor
Township of Lakewood

,Shop Steward

,Shop Steward



Jasper J. Parnell, Business Agent

Local 108, RWDS