

Agreement

November 12, 2019

AGREEMENT

BETWEEN

THE TOWNSHIP OF BERKELEY HEIGHTS

AND

TEAMSTERS LOCAL UNION NO. 469

DEPARTMENT OF PUBLIC WORKS

JANUARY 1, 2019 THROUGH DECEMBER 31, 2023

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TOWNSHIP OF BERKELEY HEIGHTS – DEPARTMENT OF PUBLIC WORKS

This Agreement made this ___ day of December between the Township of Berkeley Heights (hereinafter the “Township”) and Teamsters Local Union No. 469 (hereinafter “Union”), represents the complete and final understanding and settlement by the parties of all negotiable issues which were the subject of collective negotiations in connection with the bargaining unit known as the Department of Public Works – Blue Collar Unit.

ARTICLE I - PREAMBLE

A. This Agreement, effective as of the first day of January, 2019, by and between the Township of Berkeley Heights, a municipal corporation of the State of New Jersey, hereinafter referred to as the “Township” or the “Employer”, and Teamsters Local 469, hereinafter referred to as the “Union”, is designed to maintain and promote a harmonious relationship between the Township and those of its employees who are within the provisions of this Agreement, through collective negotiations in order that a more efficient and progressive public service may be rendered.

B. When used in this Agreement, the terms “Employee” or “Employees” refer to all persons represented by the Union in regard to this Agreement, unless otherwise indicated.

C. When used in this agreement, the masculine gender also refers to the feminine gender.

D. When used in this Agreement, the terms “work day”, “tour of duty” or “shift” are interchangeable.

E. Nothing contained in this Agreement shall alter the authority conferred by law, ordinance, resolution, administrative code or statute upon any Township Official or in

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any way abridge or reduce such authority. This Agreement shall be construed as requiring Township Officials to follow the terms contained herein, to the extent that they are applicable in the exercise of the responsibilities conferred upon them by law. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under any other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

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

G. The provisions of this Agreement shall be subject and subordinate to, and shall not annul or modify, existing applicable provisions of state and local laws except as such particular provisions of this contract modify existing local laws.

ARTICLE II - EMBODIMENT OF AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were subject to negotiations.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing and executed by both parties.

C. Whenever an act is required under this Agreement to be done or performed within a specific period of time, Saturdays, Sundays and holidays shall be excluded in the computation of such period unless otherwise noted.

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D. This Agreement is subject to the provisions of any state law and regulation which shall prevail, however, only if they are inconsistent with this Agreement and compliance with same is mandatory rather than permissive or discretionary.

ARTICLE III – RECOGNITION AND SCOPE

Pursuant to the Certification of Representation issued on July 13, 1987 by the Public Employment Relations Commission in Docket No. RO-87-149, the Township recognizes the Union as the sole and exclusive representative for the purpose of collective negotiations with respect to terms and conditions of employment of all blue-collar workers in the Department of Public Works employed by the Township. Excluded are all employees represented in other negotiations units, Municipal Clerk, Supervisor – Department of Public Works, Social Services Director, Recreation Director, Secretary to the Township Administrator, Assistant Finance Officer, Secretary to the Chief of Police, supervisors, managerial executives, confidential employees, craft employees, professionals, fire and police.

ARTICLE IV - NON-DISCRIMINATION, NON-COERCION

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 against any employee or Township Official on account, or by reason, of age, race, religion, national origin, sex, family status, marital status, sexual orientation or any other class protected by law.

B. Neither the Township nor the Union shall interfere with, restrain or coerce any employees in the exercise of their right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from any such activity.

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C. The Union shall be responsible for representing the interest of all unit employees without discrimination and without regard to employee organization membership.

ARTICLE V – DEDUCTION OF EMPLOYEE ORGANIZATION DUES

A. Pursuant to N.J.S.A. 52:14-15.9e, whenever any unit employee shall indicate in writing to the proper disbursing officer of the Township his or her desire to have any deductions made from his or her compensation for the purpose of paying the employee's dues to the Union, such disbursing officer shall make such deduction from the compensation of such employee and shall transmit the sum so deducted to the Union. Written authorization shall be filed with both the Treasurer's Officer and the Executive Assistant - Administration and may be withdrawn by the employee at any time by filing a withdrawal notice in the same offices and with the Union at least twenty-one (21) days prior to its effective date. The filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1, next succeeding the date on which notice of withdrawal is filed with the Township and served to the Union.

B. If during the life of this Agreement there should be any change in the rate of dues, the Union shall furnish to the Township, thirty (30) days prior to the effective date of such change, written notice thereof, and the Township shall make the requested deductions.

C. The Union will provide the necessary deduction forms and will secure the signatures of its members on the forms and deliver the signed forms to the Township. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits and other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon the deduction authorization form submitted by the Union.

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ARTICLE VI - MANAGEMENT RIGHTS

The Township shall retain all rights of management resulting from ownership or pertaining to its operation, except as such rights are limited or modified by the provisions of this Agreement. These rights shall include, but not be limited to, the right to create additional positions, merge positions, and determine the initial pay level to be offered to any new employee whether or not the position for which the employee is being hired was previously filled by a member of the unit.

ARTICLE VII – NOTIFICATION TO THE UNION

- A. The Township will notify the Union in writing of all promotions, demotions, transfers, suspensions and discharges.
- B. Upon written request, the Township will provide the Union with an updated list of covered employees showing name, address, classification and rate of pay once every year, and upon request.
- C. The Township will notify the Union of additions and deletions to the payroll of covered employees as they occur.

ARTICLE VIII - SUPERVISORY EMPLOYEES

- A. Supervisory employees excluded from the Agreement shall be permitted to perform bargaining unit work in the following instances:
 - 1. To instruct or train employee(s).
 - 2. Demonstrate equipment, methods or procedures.

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3. Emergencies as defined by Township Administration or the Director of the Office of Emergency Management.

4. Circumstances where qualified or regular employee(s) do not make themselves available for work or cannot perform the work.

5. To do experimental work on a new job.

6. In all other cases where a bargaining unit employee is not displaced by such assignment of such Supervisory Employee. Such work performance is not intended to deny overtime work to the employees covered by this Agreement.

ARTICLE IX - POSTING AND PROMOTIONS

All new and vacant positions covered by the collective bargaining Agreement will be posted on the Union bulletin board for a period of ten (10) working days. The Township reserves the right to post for vacant positions outside of the bargaining unit during this period. An employee applying for such vacancy shall make the request in writing, signed as appropriate, to the Township Administrator or his or her designee, within the posting period. Such requests shall be subject to each of the following conditions:

1. Preference to fill job vacancies will be given to qualified bargaining unit employees before hiring a new employee.

2. The Township, at its sole discretion, shall decide whether a bargaining unit employee is qualified for the vacancy. The Township may solicit input and recommendations from the Department of Public Works Director, general foreman, and assistant foreman, on whether a bargaining unit employee is qualified for the vacancy. Nothing in this Article, however, shall be interpreted as precluding the Township from exercising its managerial

right to decide not to fill a particular vacancy.

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3. The most qualified senior employee who bids for a vacant position such as leadman, foreman, assistant general foreman, etc., will be subject to a mandatory four (4)-month probationary period, with option to extend to six (6) months. During this probationary period, employee will receive the salary of said promotional title. The Union and the employee will be kept advised of the progress made in learning the new assignment. The Employer will give the employee assistance to successfully meet the requirements of the job. During this period, the Township reserves the right to move the probationary employee back to his/her previous position if he/she is not effectively performing the duties outlined in the job description; they shall assume seniority and pay as though the employee had not left his or her old position. Such a decision shall not have recourse through the Grievance and Arbitration provisions of this Agreement.

4. At the conclusion of this probationary period, employee shall receive a review from the Supervisor (department director), indicating strengths/weaknesses and areas of potential improvement. Department director and Township, in its sole discretion, will decide if the employee is qualified to continue in this position, or if he/she shall revert back to his/her previous position and salary, provided such discretion is not exercised arbitrarily. A copy of the Supervisor's recommendation shall be copied to the Union Representative.

5. In the event that the vacant position requires any certification issued by the state of New Jersey, the Township may deny the application unless the employee possesses the necessary certification(s) or can secure same within any grace period established by statute.

6. This provision does not require the Township to create any new positions and does not limit, in any way, the right of the Township to eliminate job positions in its sole

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discretion or refuse to allow an employee to hold more than one position covered by this agreement at the same time except as provided herein.

ARTICLE X - PROBATIONARY PERIOD

A. All newly hired employees shall serve a probationary period of at least one hundred-twenty (120) calendar days (4 months), and for a maximum of 180 days (6 months). After 120 days, Township may choose to end probation for an employee at any time after a satisfactory performance review. A copy of the Supervisor's recommendation/review shall be copied to the Union Representative. During this probationary period, the Township reserves the right to terminate a probationary employee for any reason. Such termination shall not have recourse through the Grievance and Arbitration provisions of this Agreement.

B. All new employees shall be required to possess a valid Class B Commercial Driver's License (CDL B) or a validated permit to be hired. In the event a qualified, validated permit holder does not obtain a valid CDL B license within a six (6) month period, with no more than three (3) attempts, employment shall be terminated. Time may be extended in circumstances where NJ MVC scheduling is not able to accommodate the employee with an appointment in such time frame. The employee must take the next available appointment, without exception.

ARTICLE XI – LAYOFF AND RECALL

A. Whenever there is a lack of work requiring a reduction in the number of Union employees in the Department of Public Works of the Township, the required reductions shall be made by the Township, in consultation with the department head. Employees

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shall be laid off in the reverse order of their length of service. Probationary employees shall be laid off before any permanent employees. Each employee so affected shall be given a minimum of thirty (30) days notice.

B. A laid-off or furloughed employee shall have preference for reemployment before any part-time, seasonal or contractual employees; that employee shall have preference for re-employment for a period of twelve (12) months. If multiple employees are laid off, rehire opportunities shall be based on seniority.

C. Notice for re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee.

ARTICLE XII - HOURS OF WORK

A. The standard work week for employees covered by this Agreement is eight (8) hours of work each day and forty (40) hours of work each week, Monday through Friday. There shall be no split shifts.

1. The standard work day for employees covered by this Agreement, except as specified elsewhere, shall be from:

Sweeper – 5:30 am-2 pm (or later, at the discretion of the department head)

All Others – 6:30 am to 3 pm

2. Employees shall be allowed a paid ten (10) minute 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.

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3. The work day includes an unpaid lunch period of one-half (1/2) hour and two fifteen minute paid breaks each day, except as set forth above.

B. The Township agrees to guarantee each full time employee a minimum of eight (8) hours work or pay in lieu thereof, each day, Monday through Friday.

C. The Township agrees not to require any employee to take time off to compensate for time worked in excess of eight (8) hours in a work day or forty (40) hours in a work week.

D. The Union and the Township agree that it may be necessary to require an employee to work beyond the standard work week. Overtime beyond eight hours in a work day and forty (40) hours in a work week may be authorized by the Director of Public Works or his or her designee and such overtime shall be compensated at the rate of one and one-half (1 1/2) times the employee's prevailing hourly rate of pay in the following instances:

1. All hours spent in the service of the Township in excess of eight hours in a work day or forty (40) hours in a regular work week.

2. All hours spent in the service of the Township on any Saturday.

3. All hours spent in the service of the Township prior to the scheduled starting time provided an employee has worked his or her regular scheduled hours of work for that day.

4. CALL-OUTS – A call-out shall be defined as any instance in which an employee is requested to report to work before or after his or her regularly scheduled hours. Whenever it becomes necessary for an employee to be called-out on an overtime call, including Saturdays, Sundays and Holidays, such employee shall receive a minimum

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of four (4) hours work at the appropriate overtime rate. In such event, the employee will be required to remain at work for the four (4)-hour period or be available for and respond to call-outs during that period. The duration of any subsequent call-out will be considered continuing time (as opposed to a separate call-out subject to an additional four (4)- hour guarantee). In the event the employee is directed to work beyond four (4) hours, employee will get paid for every hour worked, as needed, determined by the Supervisor. The four (4)- hour guarantee mentioned above shall be considered hours worked for the purpose of this Agreement. The foregoing provisions regarding call-outs do not apply to early call-ins within a two (2)-hour period prior to the employees' normal starting time.

A minimum of two (2) employees may be called during emergency callouts if needed. In the event that the two employees are entry-level, it will be the discretion of the DPW Director and the General Foreman whether they need to also call out a Foreman in addition to the 2 workers.

Any employee on emergency callout, or any time an employee is required to work during not regularly scheduled working hours, shall receive a meal break once he exceeds the 4-hr minimum and for every 4 hours after that.

Whenever a foreman has to call employees in for emergency overtime, the foreman shall be compensated with 4 hours of comp time. In the event he is not available, the next senior employee shall make the calls and receive the comp time.

E. Except as forth in paragraph D above, overtime shall be compensated at the rate of two times (2x) the employee's prevailing hourly rate of pay in the following instances:

1. All hours spent in the service of the Township on any Holiday, as listed in the Holiday Article.

2. All hours spent in the service of the Township on any Sunday.

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G. Overtime assignments shall be awarded on a rotating basis with the intention of achieving equalization of premium pay earnings within each class of work. Overtime assignments will be compiled by two (2) separate lists; regular scheduled (voluntary) and emergency call-out. These 2 lists shall be posted in a prominent place in the DPW garage where all employees can view them. There shall be no mandatory standby but all available employees shall make every effort to work emergency overtime when requested. A record of overtime offered, worked and refused, as well as availability for emergency call-out, will be kept as part of each employee's personnel history by the department head.

ARTICLE XIII: EMERGENCY PROCEDURES

Employees performing emergency work such as Snow Plowing, Sanding, Flood Control, Storm Damage, Natural Disasters, etc. for more than four (4) consecutive hours outside their normal work day may take a paid one (1) hour rest period after each four (4) hours of such work. The Township agrees to compensate the employees with a fifteen dollar (\$15.00) meal allowance for each rest period. The Director of Public Works or his or her designee shall determine when breaks are to be taken. Payment shall be made in the next available pay period.

In the event Township Offices close due to emergency procedures, an employee who is required to remain on duty shall be compensated for the time spent from the close of Township Offices until the conclusion of his or her regularly scheduled shift with one (1) to one (1) compensatory time.

ARTICLE XIV- RATES OF PAY

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Hourly rates of pay shall be based upon the employee salaries as set forth in Schedule A, which are retroactive to the effective date set forth herein.

ARTICLE XV – LICENSES & CERTIFICATIONS

In the event any employee receives a license issued by the State of New Jersey that is specific to their job title, or earns any other certification specific to that job title - and approved by the Township Administration - that employee, in addition to all other compensation provided for herein, shall receive a salary increase. Salary increases for such licenses and certifications shall be added to the employees base pay and are pensionable. All employees are eligible to earn and maintain multiple certifications and/or licenses.

Employees receiving license or certification payments shall be required to maintain said licenses/certification to maintain that salary. Proof of certification may be required. Should any employee receiving a license/certification payment fail to maintain said license/certification, the Township shall remove the payment from base salary.

More than one person can have the same certification and/or license. Employees must get approval from the department head and Township Administrator to seek any license/certification. The town has 30 business days to respond to an employee's request of qualification. Upon completion/attainment of any license/certification, the employee must provide a copy of said license/certification to the DPW Director and the Township Administration; it will be kept in the employee's file. Once the township receives this official acknowledgment of completion, the established pay increase commensurate with that license, will be added to employee's salary within 30 days of certification and/or approval from Township.

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If in any case, an employee wants to earn a certification/license outside of his/her title, he/she must get permission from the DPW Director and Township Administrator. Employee must explain why he/she desires to earn such certification/license, and indicate at that time whether he/she would like to move to a different title as a result. The town has 30 business days to respond to an employee's request of qualification.

The town shall pay for all fees and school tuition for any employee getting these certifications/licenses. If classes or tests are taken during work hours, the town shall excuse the employee with pay.

For the year 2019, the 3% pay increase will be added on to the total base for any employee salary - including any promotions and these certifications and licenses; for subsequent years, the yearly increase is outlined in Schedule C. Certifications and licenses will be added to employee's base salary within 30 days of certification and/or approval from Township.

A. Employees may obtain the following certifications and licenses,

Mason - \$1,000

Tree Worker - \$1,000

Operator - \$1,500

Tanker Endorsement - \$500

Boat License - \$500

CDL Class A License - \$1,000

ASE (mechanic) - \$1,000 for the initial certification and \$500 for any additional certifications

B. The qualifications for certifications are as follows; to receive any of the below

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certifications, employee must complete 100 percent of necessary requirements to Township's satisfaction and any and all certifications must be up to date:

1. Mason

- Confined space training certificate
- Four gas meter training certificate
- Ability to identify various materials such as mortar mix, concrete, lime, lime mortar
- Ability to identify and use various specialized masonry tools & equipment
- Ability to block, form, pour, rebuild/repair catch basins and curb block

2. Tree Worker

- Chainsaw safety class certificate
- Bucket truck operation and safety certificate
- Safe operation of wood chipper and winch operation
- Work zone safety certificate
- Knowledge of various rope knot tying to safely drop tree limbs/branches

3. Operator

- Elgin service/operating certificate
- Aquatech service/operating certificate
- Versalift safety & operations certificate
- Ability to safely switch and operate all applicable attachment to all heavy-duty equipment
- Ability to dig and backfill trenches
- Ability to backgrade with front buckets
- Ability to load trucks in a safe manner

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4. ASE - Applicable certifications are:

- Auto Maintenance & Light Repair (G1)
- Automobile & light Truck Certification Tests (A1-A9)
 - i. A1 - Engine Repair
 - ii. A2 - Automatic Transmission/Transaxle
 - iii. A3 - Manual Drive Train & Axles
 - iv. A4 - Suspension & Steering
 - v. A5 – Brakes
 - vi. A6 - Electrical/Electronic Systems
 - vii. A7 - Heating & Air Conditioning (automotive)
 - viii. A8 - Engine Performance
 - vix. A9 - Light Vehicle Diesel Engines

**Those who are certified in tests A1-A8 are recognized as ASE-Certified Master Automobile Technicians; A9 is not a requirement for Master Automobile Technician Status.*

C. Certifications and licenses that are available in accordance with divisions:

Vehicle Maintenance:	Roads:	B&G:	Rec:
ASE	Mason	Class A CDL	Class A CDL
Tanker	Tree	Boat	Boat
Class A CDL	Class A CDL	Tanker	Tanker
Boat	Boat	Tree	Tree
Operator	Operator	Mason	Mason
	Tanker		

ARTICLE XVI – PAYDAY

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A. Employees will be paid twenty four (24) pay periods per year. Checks will be distributed during working hours.

B. When payday falls on a holiday, employees will be paid on the day preceding the holiday.

ARTICLE XVI- WORKING AT DIFFERENT RATES

An employee assigned to act in a position classification with a higher rate of pay shall be paid an hourly differential of three dollars (\$3.00) per hour for day assigned, if the following conditions are met, as directed by the Director of Public Works or his or her designee:

- The assignment is for a period of at least three (3) working days
- After three (3) working days in that position, the pay will be retroactive back to the first day

Titles where this applies are "Operator," "Leadman," "Mechanic," "Foreman," "Assistant General Foreman" and "General Foreman."

When an employee works 490 hours in one calendar year above their current title, the employee may petition the town for a promotion to the next higher title, or a salary adjustment equal to the promotional increment in the current contract. Applies to the following titles: Laborer, Leadman, Mechanic, Foreman, Assistant General Foreman, General Foreman.

**Any employee who earned out-of-title pay for 2019 and has been paid for this, will have this deducted from any promotional pay they will receive retroactively for 2019. For example, if an employee earned \$3,000 in out-of-title pay, and is receiving \$5,000 in promotional pay, he will be owed \$2,000 by the Township for 2019.

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ARTICLE XVIII – HOLIDAYS

A. Full-time employees shall receive regular pay for the following holidays not worked:

- | | |
|------------------------|------------------------|
| New Year’s Day | Columbus Day |
| Martin Luther King Day | Veteran’s Day |
| Lincoln’s Birthday* | Thanksgiving Day |
| Presidents Day | Day after Thanksgiving |
| Good Friday | 1/2 day Christmas Eve |
| Memorial Day | Christmas Day |
| Independence Day | Labor Day |

*Floating Holiday or Lincoln’s birthday with no more than 25% of the workforce out on either day.

B. When any of the above holidays falls on a Saturday, it will be observed on the previous Friday. When any of the above holidays falls on a Sunday, it will be observed on the following Monday.

C. If any of the above holidays falls during a regularly scheduled vacation period, an additional day of vacation will be allowed.

D. If an employee calls out sick either the day before, or the day after, a Holiday and said sick day was not previously approved, the said holiday, and any holiday that falls during an employee’s sickness, will not be credited as a holiday but as part of his or her sick benefits if he or she is so entitled. Township may choose to credit the employee with said holiday if a doctor’s note provides sufficient explanation of employee’s absence. Said doctor’s note should be submitted the day employee returns to work.

E. Any Floating Holidays granted shall be in accordance with the vacation guidelines.

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F. Upon written request from the designated Union representative the Township may, by Resolution, designate the floating holiday to be used on a particular day, in which event all employees in the unit shall be deemed to have selected such a day.

ARTICLE XIX- BEREAVEMENT LEAVE

Each permanent full-time employee shall be entitled to the bereavement leave with pay for the death of certain family members in accordance with the following schedule:

1. From the day of death until the day of burial (but not to exceed three (3) days) in the case of the death of his or her: grandparent; parent; spouse; child; sibling; father-in-law; mother-in-law; son-in-law; daughter-in-law; brother-in-law; sister-in-law; step father; step mother; step brother; step sister or grandchild.

2. On the day of burial in the case of the death of his or her: uncle; aunt; nephew; niece; or first cousin.

3. Upon approval by the Township Administrator or his or her designee, an extension of up to two (2) days may be granted when the deceased is buried in a location outside the State of New Jersey and the employee would be unable to return in time for the normal work day. The Township may require proof of location.

ARTICLE XX – PERSONAL DAYS & ADMINISTRATIVE LEAVE

A. Each permanent full-time employee shall be entitled to three (3) personal days with pay during any calendar year. Personal days shall be used for personal business including religious observances. Requests for personal days must be approved in advance by the department head. Personal days shall not be cumulative. Newly hired employees, once having attained permanent full-time

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status, shall be entitled to one (1) personal day for every four (4) months worked for a maximum of three (3) personal days during a calendar year.

- B. For good and sufficient cause, the Township may grant an employee up to three (3) days a year of administrative leave, which may be used to deal with a personal or family crisis. An employee shall request administrative leave from the Department head, in writing, and explain the circumstances. Approval for leave must be obtained by the Township Administrator. Leave requests shall be considered personnel matters and, therefore, confidential. Denial of administrative leave shall not be grievable. The Township may request verification of information in support of the employee's request.

ARTICLE XXI- ABSENCE WITH PAY - SICK LEAVE

Sick leave with pay is a grant rather than a right of employment and is provided to aid the employee in time of illness. Sick leave with pay is authorized for permanent full-time employees in the event of a bona fide illness or a physical disability of the employee or for the care of a loved one living in the same household. Subject to the following limitations:

1. As of the effective date of this Agreement, each unit employee shall be credited with his or her accumulated unused sick leave.

2. Sick leave with pay shall be cumulative. At the end of each calendar year, the employee shall file his or her employee record card with the Executive Assistant - Administration. Any unused sick leave shall be credited to the employee for the next year.

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3. Each employee shall be credited with an additional three (3) days' sick leave as of January 1 of the current year and an additional one (1) day per month thereafter at the end of each month worked throughout the year.

4. New employees will begin accruing sick days upon completion of the probationary period and attainment of permanent full-time status. The employee will accrue one (1) day per month for the remainder of the current calendar year. As of January 1 of the year of the first full year worked, the employee will accrue sick days in accordance with this Article.

5. Employees shall immediately notify their department head or his or her designee on each occasion of absence due to sickness, disability, or other and must remain available for telephone contact. Employees must leave message on DPW voicemail and text the General Foreman.

6. The Township reserves the right to request proof of illness or disability at any time. Such proof shall be submitted by the employee to the Director of Public Works or his or her designee and the Township Administrator or his or her designee in a form satisfactory to the Township.

7. No employee shall receive sick pay for any absence in excess of three (3) consecutive working days unless proof of illness from an attending physician has been submitted to the Township. The Township reserves the right to have the employee examined by a physician of its choosing at any time and to be certified to return to work.

8. Sick leave with pay shall not be allowed in any case where the employee fails to properly execute numbers 5 through 7 above as needed.

9. No employee shall receive or expect to receive payment for sick days upon retirement or separation from the Township.

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10. A "day" of sick leave shall be charged for any day the employee is absent for illness that the Township offices are open whether or not they remain open for eight hours.

11. Sick time buy back schedule shall be as follows:

Sick Leave Days Used	Days to be Sold Back @ 90%
5	0
4	3
3	4
2	5

13. Sick time buy back shall be eliminated for all employees hired after January 1, 2014.

14. Effective January 1, 2019, a sick leave incentive program shall be implemented and shall be as follows:

- If an employee does not use any sick time during each quarter of the calendar year, he/she will be entitled to a \$250 payment for every quarter.
- Sick time records shall be maintained by the Township Administration; sick time shall be reported to the Administration by appropriate Public Works Department representatives.

ARTICLE XXII – ABSENCE WITHOUT PAY

A. Upon application made to the department head and upon approval of the Township Administrator or his or her designee, for good cause shown, a permanent full-time or permanent part-time employee may receive a leave of absence without pay for a period not to exceed six (6) consecutive months. Approved leave shall not constitute a break in

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 service, provided, however, that employee benefits shall be suspended for the duration of the leave in excess of thirty (30) consecutive days. Employees may, however, choose to preserve employee benefits for the duration of any approved leave in excess of said thirty (30) consecutive days by paying to the Township, in advance, the cost to the Township of said employee health benefits for the period of approved leave which will exceed thirty (30) consecutive days but not greater than one hundred eighty (180) consecutive days. In order to preserve life insurance coverage under the Public Employee's Retirement System, a leave of absence may be obtained for up to two (2) years pursuant to the Public Employee's Retirement System rules and regulations.

B. The provisions of the Family Leave Act as adopted by the Township by Ordinance shall be incorporated herein by reference. The provisions of COBRA shall also be incorporated herein by reference.

ARTICLE XXII: VACATIONS

A. Full-time employees shall receive for continuous service the following annual vacation with pay:

<u>Completed Service (Years)</u>	<u>Vacation (Days)</u>
<u>30+</u>	<u>28 work days</u>
<u>25</u>	<u>26 work day</u>
<u>20</u>	<u>24 work days</u>
<u>15</u>	<u>23 work days</u>
<u>10</u>	<u>20 work days</u>
<u>5</u>	<u>15 work days</u>

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<u>1</u>	<u>10 work days</u>

C. First Year of Employment - Annual vacation time shall be earned at the rate of one (1) working day for each month of service completed, not to exceed six (6) days in the first partial year of employment, after the probationary period has ended. After attainment of full-time status, beginning in January of the first full year of employment, employees will be eligible for ten (10) vacation days.

D. Vacation entitlement shall be based on the employee's anniversary date of employment, and awarded in allotments based on the chart above. Vacation may be scheduled throughout the calendar year and shall be taken in full weeks unless otherwise approved by the Department Head. Vacation shall be taken in the calendar year earned. Unused vacation, not to exceed five (5) working days, may be carried forward to be used in the next succeeding calendar year only.

E. Vacation time shall be reported to the Administrator's Office by said employee with the Department Head's notation of approval prior to taking such vacation time.

F. In the event the Township offices do not open, or close, unexpectedly - due to snow or other emergency or situation - and the employee is on a scheduled vacation, the employee shall still be charged with the vacation day. If an employee is on a scheduled vacation day and is called into work for an emergency, they shall be credited that vacation day.

G. In the event of separation from the Township, an employee's vacation entitlement shall be pro-rated based on time served. Once an employee gives their two-week notice of separation from the Township, he/she can take a maximum of three (3) of the vacation

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days accrued. If an employee desires to take more than those 3 days, and he/she gives no more than two weeks' notice, those remaining days will be taken out of their last paycheck.

ARTICLE XXIII: INSURANCE BENEFITS

A. The Township shall provide to all permanent full-time Union employees, their spouse and eligible dependents, but not including survivors, group hospital and group major medical insurance on the effective dates of this Agreement as follows:

1. The Township shall offer base medical coverage to Union employees substantially similar to the POS Plan provided under the parties' 2014-2018 Agreement. The Township may also offer such other medical plans at its sole discretion.

2. Employees shall contribute towards the cost of healthcare in an amount determined in accordance with Section 39 of P.L. 2001, c. 78. This amount will be at levels commensurate with Tier 4 of the former section 39 of P.L. c 78.

3. In the event the Township offers a plan with a cost greater than the POS Plan referenced in Paragraph A.1., any employee electing such plan shall pay, in addition to payment specified in Paragraph A.2, the difference in cost per month to the Township based on their coverage.

4. Dental coverage substantially similar to the coverage provided under the terms of the parties' 2013 through 2018 Agreement. Any employee electing dental coverage shall contribute to the cost of such coverage in an amount determined in accordance with Section 39 of P.L. 2001, c. 78.

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5. Any employee electing to receive vision coverage offered by the Township shall contribute to the cost of such coverage in an amount determined in accordance with Section 39 of P.L. 2001, c. 78.

B. The Township shall continue to pay the entire cost of the premiums for the group benefits as described in paragraph A.1. above for those eligible employees, first hired by the Township prior to January 1, 1998, as eligible in accordance with Tier 4 of the former section 39 of P.L. 2001 c 78, who:

1. Retire from Township service with twenty-five (25) years or more service credit in the Public Employee's Retirement System and at least twenty-five (25) years of service with the Township, including the premiums on their dependents, if any, but not including survivors; or (See Schedule E)

2. Have attained the age of sixty-two (62) and who have served the Township for a continuous period of fifteen (15) years and have been eligible for continuous medical coverage during that time, including the premiums on their dependents, if any, but not including survivors. (See Schedule C)

C. Employees hired prior to January 1, 1998 who retire at age sixty (60) or above and have completed ten (10) or more years in the Public Employee's Retirement System have the option of continuing their health insurance for themselves and their dependents, if any, but not including survivors, by paying the cost of the insurance and a two percent (2%) administrative fee.

D. Survivors benefits shall be terminated within two (2) months after the death of the eligible retired employee or in accordance with the health insurance policy that affects the survivors. Survivors shall notify the Township Executive Assistant – Administration of the death of the eligible retired employee not more than thirty (30) days after such

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death. In the event notice is not given within such thirty (30)-day period, the Survivor shall be billed and shall be obligated to pay to the Township any premium costs to be paid by the Township for coverage beyond 2 months after the date of death arising from the failure to give timely notice.

E. Group Life Insurance benefits for eligible employees referred to in paragraph A above, who have completed two (2) months service and are active employees at the time of enrollment, shall be provided, at the expense of the Township, term life insurance in the amount of two thousand dollars (\$2,000).

F. The Township shall, in its sole discretion, select the carrier(s) to provide the benefits as set forth herein and shall be free to change carriers at any time provided only that the existing coverage(s) are not reduced without the consent of the unit.

G. The Township shall have the right, at any time, to increase any deductibles or co-insurance payments provided that the Township indemnify and hold the employees harmless from any increased cost or expenses to the employees from such change.

ARTICLE XXIV - LONGEVITY

No member of the bargaining unit shall be entitled to any longevity payments from the Township under any present or former ordinance or agreement. Any payment being received by any member of the unit on January 1, 1997 which is otherwise denominated "Longevity," shall be incorporated in that employee's salary and shall not be separately identified thereafter.

ARTICLE XXV - JURY DUTY

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Any permanent full-time employee on jury duty shall receive the rate of pay as determined by applicable law.

ARTICLE XXVI - TERMINAL LEAVE

No member of the bargaining unit shall be entitled to receive from the Township any terminal leave after retirement from employment regardless of length of service with the Township or the terms and conditions of any present or past ordinance or contractual agreement. The elimination of terminal leave for all unit members has been specifically bargained for by the parties.

ARTICLE XXVII - MILITARY LEAVE

Military leaves of absence shall be granted in accordance with Federal and State law relating to military leave and reappointment rights.

ARTICLE XXVIII – JOB-CONNECTED DISABILITY

A. In the event of an absence of an employee due to a job-connected disability classified by law as compensable, said employee shall be entitled to the following benefits from the Township, upon proper investigation and authentication by a physician selected by the Township.

B. During his or her absence the employee shall be paid the difference between his or her regular salary of the date of his or her injury and the amount paid to him or her by worker's compensation insurance, for a period not to exceed forty-five (45) working days from the date of his or her injury or to the termination of his or her disability, whichever first occurs.

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C. For absence exceeding a period of forty-five (45) working days from the date of his or her injury the employee shall be paid the difference between the worker's compensation insurance payments received by him or her and one-half (1/2) his or her regular salary for a period not to exceed one (1) calendar year from the date of initial disability or to the termination of the disability, whichever first occurs.

D. The Township reserves the right to have any employee claiming a job connected disability examined by and treated by a physician selected by the Township. Such employee shall not be returned to work except upon certification as being fit for duty by said examiner.

ARTICLE XXIX – DISCHARGE OR SUSPENSION

A. The Township shall not discharge or suspend any Employee without just cause. The Township must notify the employee in writing of his or her discharge or suspension and the reason therefore within five (5) working days after such discharge or suspension. Such written notice shall also be given to the Shop Steward within five (5) working days from the time of the discharge or suspension. All other discipline shall be issued within five (5) working days of the incident occurring, unless mitigating circumstances (i.e., police investigation) prevents it.

B. A discharged or suspended employee must notify his or her Local Union in writing within five (5) working days after receiving notification of such action against him or her to appeal the discharge or suspension.

C. Notice of appeal from discharge or suspension must be made to the Township in writing within five (5) working days from the date of notification of discharge and/or suspension. The appeal shall be heard beginning with Step One of the Grievance and Arbitration provisions of this Agreement.

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D. Should it be proven that no cause existed to discharge or suspend the employee, he or she shall be fully reinstated in his or her position and compensated at his or her usual rate of pay for lost work opportunity.

E. Written reprimands against any employee's record that are over twenty-four (24) months old may, upon written request to the Township Administrator, be forgiven and the employee's record wiped clean.

ARTICLE XXX: GRIEVANCE PROCEDURE

A. A Grievance is hereby defined as any controversy arising over the interpretation or enforcement of the terms and conditions of employment and the terms and conditions of this Agreement, and may be raised by an employee, group of employees or the Union on behalf of an employee or group of employees (hereinafter the employee, a group of employees, or the Union acting on behalf of the employee or group of employees shall be labeled as the "Grievant") or the Township. All Grievances shall be in writing and in a form agreeable to the Township and Union.

B. Except for Grievances filed by the Township which shall proceed directly to Step 3 upon five (5) days notice to the Union, there shall be three (3) steps in the grievance procedure as set forth below:

1. STEP 1: The Grievance shall be taken up first with the Director of Public Works, or his or her designee, in an effort to resolve the matter within five (5) working days from the occurrence of the event or the date upon which the Grievant should have known of the event. Failure to file a written Grievance with the Director of Public Works or his or her designee within this five (5) day period shall forever bar the Grievance. The Director of Public Works, or his or her designee, shall have five (5) days of being advised

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of the Grievance within which to respond with his or her decision in writing to the Grievant with a copy to the Union representative.

2. STEP 2: If, as a result of Step One, the Director of Public Works, or his or her designee, is not able to resolve the matter within the five (5) days after receiving the written statement of the Grievance, or if the Director of Public works, or his or her designee, does not respond within five (5) days, or if the Grievant is not satisfied with the Director of Public Works' or his or her designee's response, the Grievance may proceed to Step Two. If the Grievant or Union intends to move the matter to Step Two, he or she or it must file a written statement within five (5) days of the Director of Public Works or his or her designee's decision at Step One with the Township Administrator notifying him or her that the Grievance was not resolved at Step One and that the Grievant wishes to move the matter to Step Two. Failure to so notify within said five (5) day period shall forever bar the Grievance. At Step Two, the Township Administrator or his or her designee shall meet with the Union within five (5) days after receiving a written statement from the Grievant or Union that the Grievance was not resolved at Step One. The Township Administrator or his or her designee shall render a written decision within fifteen (15) days after the meeting. The Township Administrator or his or her designee shall send a copy of the written decision to the Grievant with a copy to the Union representative and to the Township Council.

3. STEP 3: If the matter is not resolved at Step Two to the satisfaction of the Grievant, or if no written decision is received within the fifteen (15) days (which shall be treated as an inability to resolve the Grievance), the Union within an additional thirty (30) days from the date the Step Two decision was/should have been rendered, may submit the Grievance or any portion of the Grievance to binding arbitration as set forth in Paragraphs (a) and (b) below. If the Township is the party filing the Grievance, it may

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proceed directly to Step 3 by following the steps set forth below on five (5) days notice to the Union.

a. A written request shall be made to the New Jersey Public Employment Relations Commission ("PERC"), with a copy being sent to the other party that the Grievance has not been resolved to the satisfaction of a party and the submitting party is requesting that PERC appoint an arbitrator. The arbitrator shall be selected pursuant to the procedures of PERC.

b. The rules and procedures of PERC shall be followed by the arbitrator. The arbitrator shall be limited to issues presented and shall have no power to add to, subtract from, or modify any of the terms of this Agreement or to establish or change any wage rate. The decision shall be binding and final upon the Grievant(s), the Union and the Township. Any fees or administrative charges for arbitration shall be borne equally. Witness fees and other expenses shall be borne by the party incurring such expenses. Nothing herein shall permit an individual employee or group of employees to submit a grievance to Step Three.

ARTICLE XXXI: NO STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting on its behalf will cause, authorize, condone 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 any employee from his or her 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), any work stoppage, slowdown or walkout. The Union agrees that such action would constitute a material breach of this Agreement.

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B. In the event of a strike, work stoppage, slowdown or other job action, it is covenanted and agreed that participation in any such activity by any employee covered by this Agreement shall be grounds for disciplinary action which may include suspension or termination.

C. The Union will actively discourage any of its members or persons acting on their behalf from taking part in any strike, slowdown or job action, and will make reasonable efforts to prevent such illegal action.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such administrative or judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both in the event of such breach by the Union, its members or any person acting on its behalf.

ARTICLE XXXII: UNIFORMS

Newly hired employees who have completed the probationary period and achieved permanent full-time status shall be provided an initial supply of uniform items as listed in Schedule B. An employee provided with an initial uniform supply shall not be entitled to the annual clothing/safety shoe allowance in his or her first year.

The Township shall provide to each permanent full-time employee an annual clothing/safety shoe allowance of \$500 to be used at the Township-selected supplier, for years 2020-2023. Payment will be in the form of a purchase order for each employee. The items of work clothing chosen shall be at the discretion of the employee. However, these items will be within the limits of the Berkeley Heights Public Works uniform requirements. All shirts/sweatshirts must include the "Township of Berkeley Heights" logo, the cost of which will be paid for out of this clothing allowance. The Township will provide the supplier with the proper logo format/file.

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The time at which the employees shall receive their uniforms each year shall be at the discretion of the Public Works foreman. Money will be available for uniforms in June of each year.

All new hires would be allotted \$1,200 in Year #1, after completion of probationary period and required to go to the Township-selected supplier and get the required clothing off the list provided in the contract for the first year and then given the check purchase order for clothing each additional year. For all years following Year #1, employees get the same amount as all other employees. The mandatory items listed in Schedule C must be purchased; any clothing outside of Schedule C must be approved by a Supervisor. Township money described in this section must only be spent on the clothing listed in Schedule C or otherwise approved by a Supervisor.

When reporting to work, articles of clothing will be clean and presentable. Subject to the discretion of the supervisor, ripped or torn clothing, dirty or stained clothing, clothing that does not conform to the uniform requirements, etc. will not be allowed. Violations of the uniform requirements shall be subject to disciplinary action.

Township will provide five (5) bright-colored t-shirts, in conformance with clothing color requirements and the American National Standards Institute (ANSI), to probationary employees to wear for the duration of their probation. Probationary employee may wear any other high-visibility shirt, appropriate pants and shoes, in accordance with department clothing requirements, to wear during this period, until permanent status is attained and employee receives a clothing allowance.

ARTICLE XXXIII: LOCKER FACILITIES

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The Township agreed to maintain a clean, sanitary washroom having hot and cold running water, toilet facilities, individual lockers, and a washer and dryer.

ARTICLE XXXIV: SAFETY

A. The Employer shall not require, direct or assign any employee to work under unsafe or hazardous conditions. The employee upon discovering an unsafe or hazardous condition will immediately tell the supervisor. The supervisor will either determine or advise how the work can be performed safely or will stop the work.

B. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because it is not mechanically sound or properly equipped shall be appropriately tagged so that it cannot be used by other drivers until the maintenance department has adjusted the complaint.

C. The parties agree to establish a safety committee to consist of two union members, the Director of Public works, Assistant Director of Public Works and the Township Administrator or his or her designee. The purpose of the safety committee shall be to establish and enforce safety standards and practices to be observed by all parties in connection with work performed by the employees covered by this Agreement. The safety committee shall meet, at a minimum, two (2) times per year.

C. Employees are required to adhere to all OSHA requirements.

D. Employees who violate the safety rules may be subject to disciplinary action.

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ARTICLE XXXV: JOB STEWARDS

A. The Township recognizes the right of the Union to designate one (1) job steward and one (1) alternate for the Department of Public Works. The authority of the job steward and alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining Agreement;

2. The collection of dues when authorized by the appropriate Local Union action;

3. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:

a. have been reduced to writing, or

b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods or any other interference with the Township's business.

B. Job stewards and alternates have no authority to take, or authorize the taking of, strike action, or any other action interrupting the Township's business. The Township shall not hold the Union liable for any unauthorized acts of its job stewards and their alternates. The Township in so recognizing such limitations shall have the authority to impose proper disciplinary measures, including discharge, in the event the shop steward has taken an unauthorized strike, slowdown, or work stoppage action in violation of this Agreement. Stewards shall be permitted to reasonably investigate, present and process grievances on or off the property of the Township, without loss of time or pay.

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Reasonable time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime. The Union will cooperate in keeping such time at a reasonable level.

ARTICLE XXXVI INSPECTION PRIVILEGES

Providing prior notice is given to the Township Administrator or his or her designee, authorized agents of the Union shall have access to the Township establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Township's work schedule.

ARTICLE XXXVII: UNION BULLETIN BOARD

The Employer agrees to provide a bulletin board for the Department of Public Works in a conspicuous place in each facility where employees report to work. Postings by the Union on such bulletin boards are to be confined to official business of the Union.

ARTICLE XXXVIII: POLITICAL ACTIVITY

Employees shall be prohibited from engaging in any political activities during working hours or on Township property or with Township material or equipment.

ARTICLE XXXIV: OTHER EMPLOYMENT

No employee shall engage in or accept private employment with, or render services for, any private person or interest or become associated with any person, firm, partnership or corporation which has business transactions with the Township or any agency of the Township if such employment or service interferes with his or her duties to the Township

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or would impair his or her independence of judgment or action in the performance of his or her duties.

Employees of the Township performing outside work or work for other employees of the Township beyond the scope of this Agreement may be required to cease such activity if, in the opinion of the Township in the exercise of its sole discretion, such outside work unduly interferes with or prevents the employee from properly performing his or her duties for the Township.

ARTICLE XL: SEPARABILITY AND SAVINGS

If any section, subsection, paragraph, sentence, clause, or phrase of this Agreement shall be held to be invalid or unenforceable by operation of law or by a court or administrative agency of competent and final jurisdiction, the remainder of the provisions of this Agreement shall not be affected thereby but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable as indicated above, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses so as to cure such defect.

ARTICLE XLI: TERM AND RENEWAL

The term of this Agreement shall be from January 1, 2019 through December 31, 2018 2023 and from year to year thereafter, subject to a written notice from either party to the other of a desire to change or amend this Agreement. To be effective, such written notice must be received by the other party by no later than sixty (60) days prior to the expiration of the Agreement. Upon the expiration of this Agreement, during subsequent negotiations, and until a new agreement is executed, all of the terms and conditions of this Agreement shall remain in effect.

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ARTICLE XLII: SALARY RANGES

The members of the bargaining unit shall receive salaries within the ranges set forth in Schedule A to this Agreement for the periods specified. Such schedule reflects certain adjustments agreed to during negotiations of this Agreement.

Furlough Days – Upon retirement of all employees affected by the Furloughing Process of 2010, each employee will be paid 25% of the current amount (in 2010) equal to each furlough day taken. (See Schedule D for detail.)

ARTICLE XLIII: RETROACTIVITY

Increases to hourly rates of pay under this Agreement as set forth in Schedule A are retroactive for the period of this Agreement beginning January 1, 2019. Any changes pursuant to ARTICLE XV: WORKING AT DIFFERENT RATES, are specifically excluded from this section. Any employee hired in 2019 is not eligible for the percentage increase given to all other employees for that year.

ARTICLE XLIV: HOLD-BACK TIME

The Township and the Union agree that all employees hired prior to July 1, 2012 are entitled to an additional forty (40) hours of compensation upon separation from the Township. Said compensation is the direct result of the hold-back week of each employee at the date of hire. Said compensation shall be paid at the rate in effect at the time of separation.

ARTICLE XLV: INCONSISTENT ORDINANCES

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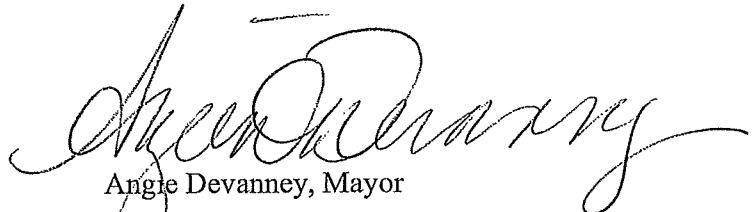
November 12, 2019

In the event that any present or future Township Ordinances or provisions of the Administrative Code, when applied to any employee subject to the terms and conditions of this Agreement, are inconsistent with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

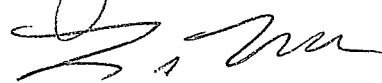
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the dates set forth next to their signatures.

Township of Berkeley Heights

DATE: Dec 4, 2019 BY:

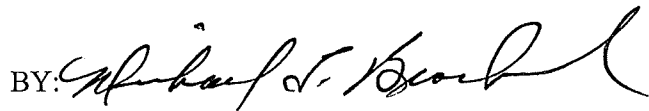

Angie Devanney, Mayor

DATE: 12-4, 2019 BY:



Liza Viana, Administrator

Teamsters Local Union #469

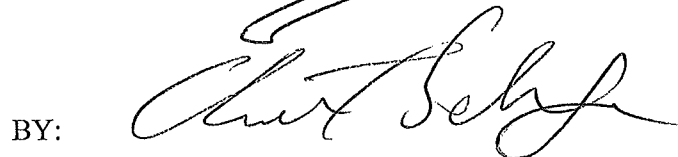
DATE: 12-4, 2019

BY: 

DATE: 12-4, 2019

BY: 

DATE: 12-4, 2019

BY: 

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SCHEDULE A

SALARY RANGES

<u>TITLE</u>	<u>Minimum</u>	<u>Maximum</u>
<u>Public Works:</u>		
General Foreman	66,500	120,000
Assistant General Foreman	57,500	110,000
 <u>Roads:</u>		
Foreman	49,500	100,000
Leadman	42,500	80,000
 <u>Parks & Recreation:</u>		
Foreman	49,500	100,000
Leadman	42,500	80,000
 <u>Buildings & Grounds:</u>		
Foreman	49,500	100,000
Leadman	42,500	80,000
 <u>Mechanics:</u>		
Foreman	49,500	100,000
Leadman	42,500	80,000

Roads/Parks & Rec/B&G/Mechanics:

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Laborer \$37,000 70,000

2019-2023 starting salary - \$37,500

No employee shall hold multiple titles at any time, except the Assistant General Foreman. The Assistant General Foreman shall hold two (2) titles - "Assistant General Foreman" and "foreman" of any of the four department divisions - Roads, Recreation, Buildings & Grounds, and Mechanics. The Assistant General Foreman shall be paid in the pay range set forth in Schedule B for this title.

PROMOTION: The movement of any employee through the established titles under Schedule A shall be as follows: An employee shall have at least one year of experience in the title before advancing to the next higher title. Upon advancement to the next title, employee shall receive the promotional increase as outlined in Schedule B, or the minimum salary of that position based on the above range (whichever is greater).

SALARY INCREASES - The Union and the Township agree to the following yearly salary increases:

2019	2018 base salary+promos+licenses/certs + 3% increase
2020	2% + \$750
2021	2% + 1,000
2022	2% +\$1,250
2023	2% + \$1,500

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SCHEDULE B

TITLES & SALARIES

The titles and employees who currently hold these titles are as follows:

Laborer (Joe Nicasastro, Jim Duda, Mike Dasti)

Mechanic (John Cameron)

Leadman (Kevin Dreitlein, Brian Pozniak, John Andreski, Rich Burhman, Vinnie Mazza)

Foreman (Tony Padovano, Chris Schulze, Tyler Adriaanse, Don Cochario)

Assistant General Foreman (Tony Padovano)

General Foreman (Jim McMahan)

**Note: Employees in above titles as of September 2019; individual positions could change at any time over the life of the contract, i.e. in the event of a promotion.*

Operational Title and Promotional Increments, to be added to employees' base salary when promoted.

General Foreman - \$9,000

Asst General Foreman - \$8,000

Foreman - \$7,000

Leadman - \$4,000

Mechanic - \$2,500

SCHEDULE C

UNIFORM REQUIREMENTS

Initial Uniform Supply (New Hires):

Roads, Recreation and Building & Grounds Divisions:

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- Seven (7) pairs of pants (Green)
- Five (5) sweatshirts (High visibility)
- One (1) jacket (High visibility)
- Ten (10) t-shirts (High visibility)
- Heavy winter jacket
- Safety shoes (Two (2) pair)

Initial Uniform Supply (New Hires):

Mechanics Division:

- Seven (7) pairs of pants (Navy blue)
- Five (5) sweatshirts (Navy blue)
- One (1) jacket (Navy blue)
- Eight (8) t-shirts (Navy blue)
- Heavy winter jacket
- Safety shoes (Two (2) pair)

Permanent full-time employees must maintain their uniforms in conformance with the guidelines above.

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SCHEDULE D

INSURANCE BENEFITS

The following is a listing of employees who may be eligible for benefits as described in ARTICLE XXII – Sub-paragraph B:

<u>Employee Name</u>		<u>Date of Hire</u>
<u>Last</u>	<u>First</u>	
McMahon	James	November 15, 1988
Padavano	Anthony	August 29, 1994
Schulze	Christopher	January 8, 1996

Per the former section 39 of P.L. 2001 c 78, eligible employee James McMahon is entitled to full premiums being paid by Township for lifetime benefits. Eligible employees Chris Schultze and Tony Padovano are required to contribute in accordance with Tier 4 of the former section 39 of P.L. 2001 c 78.

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SCHEDULE E

FURLOUGH PAYMENTS

The following is a listing of employees who may be eligible for furlough payments upon retirement from the Township and each employee's corresponding payment calculation:

Employee	Name	Hours Furloughed	Hourly Rate (2010)	Subtotal	25% payment
Last	First				
Adriaanse	Tyler	56	\$15.30	\$856.80	\$214.20
Cochario	Don	56	17.34	971.04	242.76
Dreitlein	Kevin	56	17.34	971.04	242.76
Duda	James	56	15.80	884.80	221.20
Mazza	Vincent	56	15.80	884.80	221.20
McMahon	James	56	27.40	1,514.24	378.56
Padovano	Anthony	56	25.08	1,404.48	351.12
Pozniak	Brian	56	15.80	884.80	221.20
Schulze	Christopher	56	24.40	1,366.40	341.60

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