

Contract # 1437

TWO YEAR AGREEMENT
BETWEEN THE
TOWNSHIP OF BERKELEY
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 97

FOR THE YEARS
1991 AND 1992

PREPARED BY:

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ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section I

This Agreement shall take effect January 1, 1991 and shall remain in effect until December 31, 1992, unless otherwise specifically provided for herein. The modifications to the prior Agreement shall be effective with the ratification of the Memorandum of Agreement, except salary which shall be retroactive. An employee must be in the active employ of the Township on the date of signing the Memorandum of Agreement to be eligible for the retroactive pay. It shall continue in effect from year to year thereafter, from January 1 through December 31 of each year, unless changed or terminated in the way later provided herein.

Section II

(a) Either party desiring to change or terminate this Agreement must notify the other, in writing, at least ninety (90) days prior to the anniversary date.

(b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice.

(c) The existing provisions of the Agreement shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

Section III

The Employer hereby recognizes the Union as the sole and exclusive representative of all the employees of the bargaining unit as defined in Article I, Section IV herein for the purposes of collective bargaining and all activities and processes relevant thereto.

Section IV

The bargaining unit shall consist of all blue and white collar permanent employees of the Township of Berkeley, but excluding policemen, confidentials, professionals, craft and managerial and supervisors within the meaning of the New Jersey Employer-Employees Relation Act, and "deputy" or "assistant" supervisor positions such as assistant sanitation supervisor, assistant collector, deputy court clerk, etc.

Section V

This Agreement shall govern all wages, hours and other conditions of employment herein set forth.

Section VI

This Agreement shall be binding upon the parties hereto.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

Section I

Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor of the Employer or his designees and the Chairman of the Union unit or his designees shall be the respective bargaining agent for the parties.

Section II

Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

Section III

In the event negotiations or grievance procedures are mutually scheduled at any time during working hours, members of the bargaining unit and/or respective committee members shall suffer no loss of pay.

Bargaining shall be consistent with the provisions of Chapter 123 PLNJ 1974 and any amendments as may be enacted from time to time.

Section IV

This Agreement shall not be modified in whole or in

part by the parties except by an instrument in writing duly executed by both parties.

Section V

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to wit January 1, 1991 for members covered by this Agreement, as established by written rules, regulations and/or policies of the Township in force on January 1, 1991, shall continue to be applicable during the terms of this Agreement.

Nothing herein shall prohibit the employer from modifying those rules, regulations or policies which do not directly diminish the pecuniary benefits afforded to employees under this Agreement or by written rules, regulations or policies.

Crossing Guards shall receive only these provisions specifically designated for Crossing Guards. Crossing Guards shall not receive any other benefit or coverage under this Agreement. The term employee shall not include Crossing Guards.

ARTICLE III
DISCRIMINATION AND COERCION

Section I

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union shall not intimidate or coerce employees into membership. Neither the Employer nor the union shall discriminate against any employee because of race, creed, color, national origin or political affiliation.

Section II

Where the word "he" is used in this Agreement it shall mean both sexes.

ARTICLE IV

GRIEVANCE PROCEDURE

Section I

A grievance is a claimed breach, misinterpretation or improper application of the terms of this Agreement; or

A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policy or orders applicable to the Department.

Section II

If at any step in the grievance procedure Management's decision is not appealed within the appropriate prescribed time, such grievance will be considered closed and there shall be no further appeal or review.

GRIEVANCE STEPS

Section III

Step 1. The Grievance Chairman of the Union or his duly authorized and designated representative shall present in writing the grievance or grievances to the Department Head or his designee. A grievance must be filed within ten (10) working days after the event that gave rise to the grievance. The Department Head or his designee shall answer the grievance in writing within ten (10) working days.

Step 2. If the grievance is not resolved at Step 1, or if no answer has been received by the Union within the time set forth in Step 1, the Union may present the grievance in

writing to the Township Administrator. The Township Administrator shall forward a reply within 25 days, of receipt of the first step. The presentation shall set forth the position of the Union, and at the request of either party, discussion may ensue. In the event no answer is received from the Township Administrator within the specified time, then the Union may move the grievance to the Mayor.

Step 3. If the grievance has not been settled by the parties at Step 2 of the grievance procedure, or if no answer in writing by the Mayor has been received by the Union within the time provided in Step 2, the Union may demand arbitration of the grievance within thirty (30) days as set forth in Article IV, entitled Arbitration, hereinafter set forth.

ARBITRATION

Step 4. If a grievance is not settled under Step 3, such grievance shall, at the request of the Union or the Township, be referred to the American Arbitration Association or PERC as mutually agreed to by the parties for the selection of an Arbitrator according to its rules. All submissions to arbitration must be made within thirty (30) days.

The Arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement or laws of the State. He shall confine his decision solely to

the interpretation and application of the Agreement. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declarations or opinions which are not relevant in reaching the determination. The decision or award of the arbitrator shall be final consistent with applicable law and this Agreement. In no event shall the same question or issue be the subject of arbitration more than once. The Arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement. Rules, regulations, formal policies or orders of Berkeley Township shall not be subject to revision by the arbitrator except if specifically provided herein. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

Advance Step Filing. In the event a grievance affects more than one member, or any class of workers or members, then the grievance shall commence directly at Step Two by the Union.

Nothing herein is intended to deny any employee the right of appeal as expressly granted in Title 40A or Civil Service or the revised New Jersey Statutes.

ARTICLE V

HOURS OF WORK-SHIFTS

Section I

The normal work day for all clerical employees shall be seven (7) hours work between the hours of 8:00 a.m. and 4:00 p.m. with thirty (30) minutes for lunch period between 12:00 p.m. and 1:00 p.m. Five (5) such days, Monday through Friday, shall constitute the thirty-five (35) hour work week.

Section II

The normal work day for all other employees whose titles are represented by the Union shall be eight (8) hours of work; there shall be thirty (30) minutes for a lunch period and the work week shall consist of forty (40) hours. This provides for seasonal changes; prior to effecting a change, the Township shall consult with the Union.

All work performed outside of the stated hours and on Saturdays will be paid at time and one-half of the regular straight time rate. Sundays and the following holidays, as prescribed in Article VII or days celebrated as such shall be paid at double the straight time rate.

All full-time employees shall have two (2) 15 minute break periods within their respective work day. The first within the first four hours of employment, the second within

the remaining hours of employment.

The Township may utilize the break periods for white collar workers so as to extend their meal period for one hour.

Section III

When so elected by the Township, multiple shifts of at least forty (40) hours duration, four (4) or five (5) days, shall be worked. A.M. shift work shall be between the hours of 6:00 a.m. and 8:00 p.m.

Section IV

The second shift (swing shift) shall be worked between the hours of 3:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate.

Section V

The third shift (graveyard shift) shall be worked between the hours of 11:30 p.m. and 8:00 a.m. Workmen on this "graveyard" shift shall receive eight (8) hours pay at the regular hourly rate.

Section VI

A lunch period of thirty (30) minutes shall be allowed on each shift.

Section VII

All overtime work required after the completion of regular shift shall be paid at one and one-half (1½) times

the "shift" hourly rate, or as prescribed in Article VI.

Section VIII

There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked.

Section IX

There shall be no requirement for a day shift when either the second or third shift is worked.

Section X

A two-week notification shall be given by the employer prior to a change in shift.

Section XI

The scheduled work hours at the golf course shall be flexible to permit management to schedule hours to provide for the most efficient utilization of work time. The work week at the golf course shall not be limited in scheduling to start and conclude Monday to Friday. Vacation shall not be permitted to be taken by employees assigned to the golf course during the calendar months of June, July and August. The Township, in its sole and absolute discretion, may grant summer vacation if possible. Saturday overtime shall first be offered to those sanitation workers who work latest on Friday night; the offer shall be then offered in descending order to those who work overtime on Friday. It is understood that the employer has the right to assign

overtime.

Section XII

Blue collar employees hired after August 1, 1988 may be required, at the Township's option, to work alternate shift (e.g. Tuesday through Saturday).

ARTICLE VI

OVERTIME

Section I

An employee shall be entitled to overtime at the rate of one and one-half (1½) times his regular hourly rate only after said employee has worked forty (40) hours or thirty-five (35) hours, if applicable, in any given work week. Vacation and holidays are to be considered as time worked for the purposes of this Section. When the Employer requires that an employee work in excess of forty (40) hours or thirty-five (35) hours per week, depending upon which group the employee is in, the overtime rate shall apply.

Section II

In the event that an employee is called to duty on what is normally his off-duty hours, he shall be paid overtime at the rate herein prescribed for a minimum of four (4) hours.

Section III

Where possible and except in the case of an emergency, a two (2) hour notification period shall be given to an employee prior to his working overtime.

Section IV

Availability and overtime worked shall be posted by the Department Head or his designee. Overtime shall be offered on a rotating basis so as to eliminate any possible

favoritism to any particular employee within a given job classification.

Section V

The foregoing shall be subject, however, to any State or Federal law or regulation which may now or in the future be enacted to the contrary.

ARTICLE VII
HOLIDAY LEAVE

Section I

The following shall be recognized as holidays:

New Year's Eve (half-day)	Election Day
New Year's Day	Columbus Day
Washington's Birthday	Veteran's Day
Lincoln's Birthday	Thanksgiving Day
Good Friday	Friday following Thanksgiving
Memorial Day	Christmas Eve (half-day)
July 4th (Independence Day)	Christmas Day
Labor Day	Martin Luther King's Birthday

Section II

The above mentioned holidays shall be included in the employee's regular pay period.

Section III

To be eligible for holiday pay, an employee must work the scheduled day before the holiday and the scheduled day after the holiday.

Section IV

Employees shall be entitled to personal leave of up to three (3) days per year with pay.

ARTICLE VIII

JURY DUTY

Any employee who is absent from work because of jury duty or appearing as a witness on behalf of the Township, upon proper evidence of same being presented to the Mayor shall receive full pay; however, all jury pay shall be turned over to the Township.

ARTICLE IX

BEREAVEMENT LEAVE

Each employee may be granted six (6) days leave with pay upon death of a member of his immediate family. The first three (3) days of said six (6) days shall be granted. The remaining three (3) days of the six (6) days may be granted at the discretion of the Mayor. Immediate family shall include spouse, mother, father, sister, brother, children, mother-in-law, father-in-law, and grandparents of employee and spouse.

ARTICLE X

VACATIONS

Section 1

Each employee who has had the length of continuous employment specified in the table following shall be entitled to the working time shown as a vacation with pay at his regular rate of pay.

<u>LENGTH OF EMPLOYMENT</u>	<u>VACATION TIME</u>
During the first year	1 day per month
Beginning the second year to four (4) complete years of service	12 days
Beginning the fifth year to nine (9) complete years of service	18 days
Beginning ten (10) years of service	20 days
Beginning eleven (11) years of service	One additional day for every two years up to maximum of twenty-five (25) days

Effective January 1, 1989, all crossing guards shall receive pro-rata of civil service vacation allowance.

Eligibility for vacation shall be computed as of the first day of the month in which the employee covered by this Agreement was hired. Vacation time shall not be accumulative from year to year, however, the Mayor recognizes a need might arise for an individual to carry over a given amount of vacation time from one year to the next. The Employer shall grant any individual member an

opportunity to appear before the Mayor with a special request for the carry-over of a maximum of one (1) year's vacation under specific individual circumstances. The Mayor reserves the right to either approve or deny the request based solely upon the Mayor's discretion. However, no employee shall lose vacation time by virtue of being required to work during his or her scheduled vacation. All requests for vacation or leave of absence shall be acted and decided upon within fifteen (15) days.

ARTICLE XI

LEAVES

Section 1

1. Sick leave may be utilized by full-time employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

2. All permanent full-time employees covered by this Agreement shall be granted sick leave with pay. During an employee's first year of employment he will be granted one (1) day for each month of complete service of full-time employment. From the beginning of the employee's second year of employment, he will be granted fifteen (15) days of sick leave per year.

3. Effective January 1, 1989, all crossing guards shall receive pro-rata of civil service sick leave allowance. All other provisions of this section shall be followed.

4. (a) If an employee is absent for reasons that entitle him to sick leave, he shall notify his supervisor no later than one (1) hour prior to his usual reporting time.

(b) Failure to notify his supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(c) Absences without notice for five (5)

consecutive days shall constitute a resignation.

5. (a) An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

1. An employee who has been absent on sick leave for periods totaling fifteen (15) days in one (1) calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months.

2. The employee's department head may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable.

(b) In case of leave of absence due to exposure of contagious disease, a certificate from the Department of Health shall be required.

(c) The department head may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that

his return will not jeopardize the health and safety of other employees.

(d) Abuse of sick leave shall be cause for disciplinary action.

Section II - Maternity

1. Natural Birth

The Township shall grant maternity leave without pay to any member upon request subject to the following stipulations and limitations, and/or applicable statutes, rules and regulations governing this leave.

(a) Maternity leave shall commence and terminate on the date requested by the member.

(b) Any member granted maternity leave without pay according to the provisions of this Section may, at her discretion, elect to use all or any part of her accumulated sick leave during the period of such absence and receive full pay and benefits for the same.

(c) Any member granted maternity leave shall, at her request, be restored to the exact same category, vacated at the commencement of said leave.

(d) No member shall be required to leave work because of pregnancy at any specific time prior to expected childbirth nor be prevented from returning to work after childbirth solely on the grounds that there has not been a time lapse of specific duration between childbirth and the

desired date of return, unless in the opinion of management she is physically unable to perform her duties.

(e) The Township shall not remove any member from her duties during pregnancy unless the member cannot produce a certificate from her physician that she is medically able to continue with her duties.

(f) The Township shall not discriminate against any person in violation of N.J.S.A. 10:5-1, et seq., the Law Against Discrimination, nor in violation of the Constitutions of the State of New Jersey and of the United States.

2. Any member who does not elect to take a maternity leave may continue to perform her duties as long as physically able to do so and will be entitled to return to her duties when her physician certifies that she is physically able to do so. The period of such absence will be deemed the same as for any other physical disability and she will be entitled to her annual and accumulated sick leave with pay during the period of absence. The employee must return to work within six (6) weeks after childbirth; the employee must provide at least two (2) weeks' notice of same.

Section III - Leaves of Absence

The Township for good and sufficient reason may grant a leave of absence without pay for a period not to exceed one

year from date of application and approval. All decisions regarding leaves are to be made by the Township Administrator.

The Township reserves the right to extend this period of time only after the employee submits to the Township sufficient reason for an extension or after the employee has appeared before the Township to request the extension in person.

Section IV

Any member of the Township who shall utilize disability leave under workman's compensation, shall forward any money received by the Insurance Carrier directly to the Township Clerk as the member shall be receiving his disability pay.

ARTICLE XII

INSURANCE

Section I

The Township shall secure accident and liability insurance for all employees to provide a defense for all actions brought against an employee by a third party as a result of Township employment.

Section II

The Employer shall provide to all employees covered by this Agreement and their families an insurance plan equal to, or better than the 14/20 series Blue Cross/Blue Shield plan, including Rider J and Major Medical benefits. The premiums shall be paid for by the Township.

Section III

The Employer shall maintain in full force and effect, Worker's Compensation Insurance for all employees covered by this Agreement.

Section IV

The Employer will provide to all employees covered by this Agreement effective January 1, 1985, a prescription drug plan which will be \$1.00 co-pay with the Township of Berkeley. The premium for the plan selected will be paid for by the Township.

Section V

The insurance coverage provided herein is subject to availability within the insurance industry.

Section VI

The Township shall provide full family dental coverage to each member of the same coverage which is presently in effect with other employee groups within the Township under collective bargaining agreement.

ARTICLE XIII

EDUCATION

Section I

The Employer agrees to reimburse an employee for tuition books and fees only for a maximum of \$500.00 per year for courses taken that are related and pertaining to an employee's category of work or other approved courses. Prior to enrollment, the permission of the Township Administrator must be obtained after recommendation of the respective department head. Failure to obtain such prior approval shall disqualify courses from reimbursement category. Provided further that to receive tuition reimbursement, such employee must successfully complete the courses for which tuition reimbursement has been requested. Courses that are directly related to an employee's work shall be permitted for reimbursement purposes; with respect to other approved courses, The Township retains the sole discretion to determine whether a course shall be approved for reimbursement purposes. An Employee must have at least one (1) year of service before becoming eligible for participation in the tuition reimbursement program.

Section II

Members shall receive an additional \$500.00 per year for attainment of an Associates Degree or upon completion

(or successful completion) of sixty-four (64) college credits.

Section III

Members shall receive an additional \$750.00 for attainment of a Bachelors Degree or equivalent credits (128).

Section IV

Employees hired January 1, 1986 and following shall not be eligible for the additional salary stipends as provided in Sections II and III above. Further, employees currently in the employ of the Employer who intend to obtain the salary stipends provided in Sections II and III of this Article must achieve those levels of educational advancement by not later than December 31, 1986. After December 31, 1986, no additional stipends shall be granted to any employees of the Township for advanced education.

ARTICLE XIV
RETIREMENT BENEFIT

Section I

It is agreed that, at the time of retirement, the Township will purchase back all accumulated sick days of any employee covered by this Agreement.

Section II

The days currently in the sick leave bank shall be valued at the 1986 rate. All days earned in the future shall be valued at the rate earned. Sick days shall be used in the order of the days most recently earned first, then using the earlier days.

Section III

For the purpose of this Article, Retirement shall mean separation from service with the Township for other than disciplinary reasons, either having reached the required years of service or having reached the required age in accordance with the Public Employees Retirement System.

ARTICLE XV

UNIFORM ALLOWANCE

Section I

The Township shall provide a \$400.00 uniform allowance to all blue collar employees. Each blue collar employee shall receive the \$400.00 per year uniform allowance on or about April 1, 1991 and April 1, 1992. Said allowance shall be in lieu of provision of uniforms and uniform maintenance allowance which had been the past practice.

Section II

All blue collar employees shall be required to wear their uniforms while on duty.

Section III

All employees whose duties call for outdoor work in any weather at the construction sites or elsewhere shall be allotted the clothing allowance in Section I of this Article.

Section IV

All employees working in hazardous areas shall be provided with safety glasses, prescription if needed.

Section V

Each member, depending upon his or her classification and job description shall be equipped at Township expense with all necessary tools and their proper storage facilities while in the employ of the Township.

ARTICLE XVI

AGENCY SHOP

Section I

The Township and the Union agree that an agency shop provision was passed into law, Ch 477, PL 1979 N.J.S.A. 34:13A-5.4, et seq., which grants the Union the right to a representation fee of 85% of the union's dues for non-members. In compliance with Ch 477 PL 1979, the Union shall comply with all aspects of the law in regards to a demand and return system as well as to render the Township of Berkeley harmless on all matters arising under its compliance with Ch 477 PL 1979.

ARTICLE XVII

SALARIES

Salaries for all titles for the years 1991 through 1992 shall be based on the following Grade/Step Plan.

Grade/Step Plan

1. Effective 1, 1991, the entire 1990 salary scale shall be increased 5.5%; effective January 1, 1992, the entire 1991 scale shall be increased 5.5%.

2. The wage scale consists of 10 steps or increments for each grade. Employees shall move from step to step on their anniversary date for satisfactory performance. A satisfactory employee evaluation must be completed by each worker's supervisor and approved by the Department Head or the Administrator prior to the grant of an increment.

3. There are four (4) clerical or white collar grades and five (5) blue collar grades. Each position is placed in a grade corresponding to its relative skill requirement, accountability, responsibility, etc.

4. After the implementation of the plan, salaries for upgrades and promotions shall be based upon a formula. A 5% increase to base shall be granted and the employee's salary established at the increment equal to or immediately above that calculation. This same formula shall apply to persons serving temporarily in an "acting" capacity.

PLACEMENT OF TITLES
IN WHITE COLLAR GRADES

GRADE 1

ACCOUNT CLERK
CLERK TYPIST
ASSESSING CLERK
TAX CLERK TYPING
TELEPHONE OPERATOR
CLERK STENOGRAPHER
CASHIER

GRADE 2

POLICE RECORDS CLERK
SENIOR CLERK TYPIST
SENIOR TAX CLERK TYPING
SENIOR ACCOUNT CLERK
SENIOR ASSESSING CLERK
ASSESSING AID
SENIOR CLERK STENOGRAPHER
SENIOR CASHIER

GRADE 3

SENIOR POLICE RECORDS CLERK
PRINCIPAL ASSESSING CLERK
PRINCIPAL ACCOUNT CLERK
PRINCIPAL TAX CLERK
SECRETARY, PLANNING BOARD/BOARD OF ADJUSTMENT
PRINCIPAL CLERK TYPIST
SUPERVISING CLERK TYPIST
ADMINISTRATIVE CLERK
ADMINISTRATIVE SECRETARY
PRINCIPAL CLERK STENOGRAPHER

GRADE 4

COMMUNICATIONS OPERATOR

PLACEMENT OF TITLES
IN BLUE COLLAR GRADES

GRADE 1

LABORER
BUILDING MAINTENANCE WORKER
BUILDING MAINTENANCE WORKER/REPAIRER

GRADE 2

HEAVY LABORER

GRADE 3

RECREATION/PARKS MAINTENANCE WORKER
TRUCK DRIVER
PUBLIC WORKS REPAIRER
ANIMAL CONTROL OFFICER
GREENSKEEPER

GRADE 4

EQUIPMENT OPERATOR
SENIOR RECREATION PARKS MAINTENANCE WORKER

GRADE 5

HEAVY EQUIPMENT OPERATOR
MECHANIC
MECHANIC DIESEL/WELDER

1991
(1990 rate + 5.5%)

WHITE COLLAR

<u>STEP</u>	<u>GRADE 1</u>	<u>GRADE 2</u>	<u>GRADE 3</u>	<u>GRADE 4</u>
1	\$12,675.00	\$14,542.00	\$16,471.00	\$17,526.00
2	13,367.00	15,339.00	17,605.00	18,660.00
3.	14,060.00	16,135.00	18,519.00	19,574.00
4.	14,752.00	16,931.00	19,434.00	20,489.00
5.	15,445.00	17,727.00	20,349.00	21,404.00
6.	16,137.00	18,523.00	21,264.00	22,319.00
7.	16,829.00	19,319.00	22,178.00	23,233.00
8.	17,522.00	20,115.00	23,093.00	24,148.00
9.	18,214.00	20,911.00	24,008.00	25,063.00
10.	18,906.00	21,707.00	24,922.00	25,978.00

BLUE COLLAR

<u>STEP</u>	<u>GRADE 1</u>	<u>GRADE 2</u>	<u>GRADE 3</u>	<u>GRADE 4</u>	<u>GRADE 5</u>
1	\$14,378.00	\$15,930.00	\$17,851.00	\$20,026.00	\$21,081.00
2	15,003.00	16,824.00	18,852.00	21,148.00	22,203.00
3	15,802.00	17,718.00	19,853.00	22,270.00	23,325.00
4.	16,600.00	18,612.00	20,855.00	23,393.00	24,448.00
5.	17,398.00	19,506.00	21,856.00	24,515.00	25,570.00
6.	18,197.00	20,400.00	22,857.00	25,393.00	26,448.00
7.	18,995.00	21,294.00	23,858.00	26,759.00	27,814.00
8.	19,794.00	22,188.00	24,859.00	27,881.00	28,936.00
9.	20,592.00	23,082.00	25,860.00	29,003.00	30,058.00
10.	21,390.00	23,976.00	26,861.00	30,125.00	31,180.00

1991

PART-TIME EMPLOYEES COMPENSATED ON AN HOURLY BASIS

<u>OFFICE OR POSITION</u>	<u>MINIMUM WAGE</u>	<u>MAXIMUM WAGE</u>
Cashier	\$4.32	\$5.23
Clerk Typist	5.00	10.49
Code Enforcement Officer	7.00	10.76
Complaint Investigator	7.00	10.76
Court Attendant	5.00	9.97
Golf Ranger	4.32	5.23
Golf Starter	4.32	5.23
Greenskeeper	6.00	11.53
Laborer	6.00	10.28
School Crossing Guard	5.00	9.50
Special Police Officer	5.00	9.97
Sub. School Crossing Guard	5.00	9.50
Senior Golf Ranger	4.32	6.86

1992
(1991 rate + 5.5%)

WHITE COLLAR

<u>STEP</u>	<u>GRADE 1</u>	<u>GRADE 2</u>	<u>GRADE 3</u>	<u>GRADE 4</u>
1	\$13,372.00	\$15,342.00	\$17,377.00	\$17,526.00
2	14,103.00	16,182.00	18,573.00	19,686.00
3.	14,833.00	17,022.00	19,538.00	20,651.00
4.	15,563.00	17,862.00	20,503.00	21,616.00
5.	16,294.00	18,702.00	21,468.00	22,581.00
6.	17,024.00	19,542.00	22,433.00	23,546.00
7.	17,950.00	20,381.00	23,398.00	24,511.00
8.	18,485.00	21,221.00	24,363.00	25,476.00
9.	19,216.00	22,061.00	25,328.00	26,441.00
10.	19,946.00	22,901.00	26,293.00	27,406.00

BLUE COLLAR

<u>STEP</u>	<u>GRADE 1</u>	<u>GRADE 2</u>	<u>GRADE 3</u>	<u>GRADE 4</u>	<u>GRADE 5</u>
1	\$15,168.00	\$16,806.00	\$18,833.00	\$21,128.00	\$22,241.00
2	15,828.00	17,749.00	19,889.00	22,312.00	23,425.00
3	16,671.00	18,692.00	20,945.00	23,495.00	24,608.00
4.	17,513.00	19,635.00	22,002.00	24,679.00	25,792.00
5.	18,355.00	20,578.00	23,058.00	25,863.00	26,976.00
6.	19,198.00	21,521.00	24,114.00	26,789.00	27,902.00
7.	20,040.00	22,465.00	25,170.00	28,231.00	29,344.00
8.	20,882.00	23,408.00	26,226.00	29,414.00	30,527.00
9.	21,724.00	24,351.00	27,283.00	30,598.00	31,711.00
10.	22,567.00	25,294.00	28,339.00	31,782.00	32,895.00

1992

PART-TIME EMPLOYEES COMPENSATED ON AN HOURLY BASIS

<u>OFFICE OR POSITION</u>	<u>MINIMUM WAGE</u>	<u>MAXIMUM WAGE</u>
Cashier	\$4.32	\$5.52
Clerk Typist	5.00	11.07
Code Enforcement Officer	7.00	11.35
Complaint Investigator	7.00	11.35
Court Attendant	5.00	10.52
Golf Ranger	4.32	5.52
Golf Starter	4.32	5.52
Greenskeeper	6.00	12.16
Laborer	6.00	10.85
School Crossing Guard	5.00	10.02
Special Police Officer	5.00	10.52
Sub. School Crossing Guard	5.00	10.02
Senior Golf Ranger	4.32	7.24

ARTICLE XVIII

LONGEVITY

Section 1

Each employee shall be paid, in addition to his annual wage, a longevity increment based upon his years of continuous employment in the Township of Berkeley in accordance with the following schedule:

- (a) Upon completion of five (5) years of service, \$500.00 to be added to base salary;
- (b) Upon completion of ten (10) years of service, an additional \$500.00 to be added to base salary;
- (c) Upon completion of fifteen (15) years of service, an additional \$500.00 to be added to base salary;
- (d) Upon completion of twenty (20) years of service, an additional \$500.00 to be added to base salary, for a total of \$2,000.00.

Section II

Each employee shall qualify for the longevity increment on the date of the anniversary of his employment and such increment shall be paid from and after such date.

Section III

Longevity pay shall be paid once per year on November

30th of every year, or the pay period nearest to same.

Section IV

Seniority shall be based on Title II of the Civil Service Rules.

ARTICLE XIX
EMPLOYEE RIGHTS

Section I

Any employee shall have the right to have a Union representative accompany him in all disciplinary procedures filed against him by his department head or the Township.

Section II

The Mayor agrees that temporary assignments shall not exceed a period of sixty (60) days.

Section III

All disciplinary proceedings filed against any employee by his department or the Township shall only be for just cause and in accordance with New Jersey Statutes Title 11A (Civil Service Act), and its amendments as may be enacted from time to time. No notices of this action shall be made or posted publicly.

Section IV

Each employee has the right to review his personnel folder. All requests for review shall be submitted in writing to his department head and will be honored within three (3) days of the receipt of the individual's request. All materials contained in the individual's personnel folder will be open to examination by the employee and his immediate supervisor only, except such material which, by

legislation, is considered to be of a confidential nature and not to be released by the Employer.

Section V

An employee shall be provided with a copy of a specific rule or regulation of his department or the Township.

Section VI

The Union has the right to appoint chairmen at any shop and/or job where workmen are employed under the terms of this Agreement. The Employer shall be notified and furnished the name of the chairmen. Such chairmen shall be allowed sufficient time during the regular working hours without loss of pay, to see that the terms and conditions of this Agreement are observed at his shop or on his job, provided, however, the routine operations of the department in question shall not be interfered with. No Steward shall be discriminated against by any Employer because of his faithful performance as chairman, nor shall any chairman be removed from the job until notice has been given to the President of the Union.

ARTICLE XX
MANAGEMENT RIGHTS

Section I

The Township maintains the exclusive right to direct the work force of employees and the operations of the various departments. This shall include, but not be limited to:

- (a) Direction and operation generally;
- (b) Type of work to be performed (within title);
- (c) Work assignments (within title);
- (d) Machinery, tools and equipment to be used;
- (e) Shift schedules;
- (f) Hours of work (within the Agreements contained herein);
- (g) Hiring, promotions, discharge, demotions and disciplinary action against employees, all in accordance with N.J. Statutes Title 11A (Civil Service Act), and its amendments as may be enacted from time to time;
- (h) Making, drafting and enforcing rules and regulations governing the same and safety of its employees. All of the above shall be based upon employee seniority.

Section II

1. The Township may establish and enforce reasonable rules and regulations which do not conflict with this Agreement for department operations and conduct of personnel thereof and maintenance of discipline. Copies of such rules and regulations shall be furnished to the employees' Union and shall be posted on various bulletin boards.

2. The employees shall comply with such rules and regulations and all employees shall promptly and efficiently execute the instructions and orders of their superiors. If an employee or the employee's Union believes an instruction or order of a superior is unreasonable or unjust, the employee shall comply with the order or instruction, but with the further provision that such employee or the employee's Union may treat the order or instruction as a grievance which should be handled in accordance with the Grievance Procedure set forth previously in this Agreement.

3. The employee's Union accepts as reasonable the Township's rule that employees shall not drink alcoholic beverages during lunch or break time, as well as work time.

ARTICLE XXI
BULLETIN BOARD

Section I

Four (4) bulletin boards will be made available to employee's Union for the purpose of posting employee Union matters relating to meetings, dues, entertainment, health, safety and welfare of the employees who are members of the employee's Union and of general employee's Union activities. Union members shall not post any materials containing any profane or obscene matter or be defamatory of any individual.

ARTICLE XXII

MILEAGE

Section I

Mileage reimbursement shall be at the rate of \$.20 per mile, effective with the date of this Agreement.

ARTICLE XXIII
POLICE DISPATCHERS

Section I

The following terms and conditions of employment shall apply to Dispatcher/Communications Operators only. These rights, duties and conditions are in addition to the terms of the existing collective bargaining agreement between the parties. The terms of this Article shall not diminish the bargained for rights of Dispatchers in any way. All terms of the within collective bargaining agreement shall apply to the Dispatchers unless conflicted with, or supplemented by, the terms of this Article. In the event of a conflict between this Article and any other Article this Article shall control.

Section II - Work-shifts

The Dispatchers are assigned to non-rotating shifts consisting of five (5) working days to be followed by two (2) consecutive non-rotating days off.

Section III - Employee Seniority

Seniority is to be determined by the date employment with Berkeley Township commenced. Seniority will be the determining factor as it pertains to vacations, selection of shifts and regular days off and reassignments.

Section IV

Dispatchers shall receive the same uniform allowance as provided to members of the Police Department, concerning uniform allotment and maintenance requirements as per their department regulations. The uniform allowance shall be payable by the Township thirty (30) days after the budget is passed.

Section V

Dispatchers shall receive an additional \$600.00 per year for attainment of an Associates Degree or upon successful completion of 64 college credits. These credits must be related to and pertaining to an employees category of work or other approved courses.

Dispatchers shall receive an additional \$850.00 for attainment of a Bachelor's Degree or equivalent credits (128).

Dispatchers shall receive an additional \$1,000.00 for the attainment of a Master's Degree.

Section VI- Overtime

Compensation for overtime for members of the Dispatcher's Unit shall reflect that already established in Article VI.

Overtime in communications must first be offered to Dispatchers and then to other computer-aided dispatched trained personnel.

Section VII - Holidays

Holidays for Dispatchers shall be the same as noted in Article VII, except that if a Dispatcher's regular work day falls on the 4th of July, Christmas Eve, Christmas Day, New Year's Eve or New Year's Day, the Dispatcher will be paid time and one-half for working that holiday.

Section VIII- Days Off

When requesting time off, other than regular days off, i.e., vacations days, personal days, etc., the Dispatchers' request shall not be affected by time off granted to police officers.

Section IX - Defense and Indemnification of Employees

Defense and indemnification of employees in the event of civil and/or criminal actions shall be provided as set forth in Chapter 10 of the Berkeley Township Code.

7/9/92 - Per Mayor Z. - Dispatchers
get degree money - even
those hired after 1986.

ARTICLE XXIV
SAVINGS CLAUSE

Section I

Should any provision or application of this Agreement be declared illegal by any Court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with applicable laws.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this ____ day of _____, 1992.

Attest:

TOWNSHIP OF BERKELEY

BY:

BILL ZIMMERMANN, JR.
Mayor

Attest:

INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, LOCAL 97

BY: _____

RECEIVED APR 1 1992

GLASNER & SHEEHAN
ATTORNEYS AT LAW
388 LAKEHURST ROAD
SUITE 2B
TOMS RIVER, NEW JERSEY 08755

PATRICK SHEEHAN
CERTIFIED CRIMINAL TRIAL ATTORNEY
EDMUND P. GLASNER

(908) 505-6800
FAX: (908) 914-1747

April 13, 1992

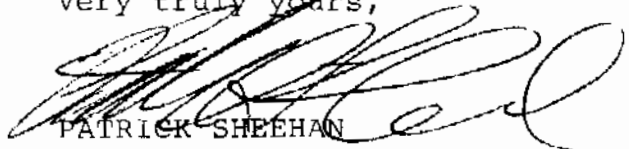
Ms. Ann Calvo
Township of Berkeley
P. O. Box B
Bayville, New Jersey 08721

Re: Contract - Township of Berkeley and
International Brotherhood of Teamsters Local 97

Dear Ms. Calvo:

Enclosed please find a copy of the proposed Contract relative to the above matter. If you have any questions, please feel free to contact me.

Very truly yours,



PATRICK SHEEHAN

PS:mj
Enclosures