

AGREEMENT
BETWEEN
TOWNSHIP OF BERKELEY
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 97
(PUBLIC SAFETY TELECOMMUNICATORS)

January 1, 2005 through December 31, 2008

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PREAMBLE

This AGREEMENT entered into this day of , 2006, by and between the TOWNSHIP OF BERKELEY, IN THE COUNTY OF OCEAN, NEW JERSEY, a municipal corporation of the State of New Jersey (hereinafter referred to as the "Township") and INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 97 (Dispatchers) (hereinafter referred to as the "Union"), represents the complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE 1

RECOGNITION AND SCOPE OF AGREEMENT

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

B. The bargaining unit shall consist of all full-time permanent employees of the Township of Berkeley set forth below:

Public Safety Telecommunications Trainee

Public Safety Telecommunicator

Senior Public Safety Telecommunicator

Said unit shall exclude policemen, confidentials, professionals, craft and managerial and supervisors within the meaning of the New Jersey Employer-Employees Relations Act.

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

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

A. Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized agent of each of the parties.

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

C. 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 regular straight time pay. Bargaining shall be consistent with the provisions of Chapter 123, P.L. 1974 and any amendments as may be enacted from time to time.

D. 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.

E. Nothing herein shall prohibit the Township from modifying those rules, regulations or policies which do not directly diminish salaries or fringe benefits under this Agreement.

ARTICLE III

DISCRIMINATION AND COERCION

A. There shall be no discrimination, interference or coercion by the Township 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 Township nor the Union shall discriminate against any employee because of race, creed, color, national origin or political affiliation.

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

ARTICLE IV

GRIEVANCE PROCEDURE

A. For purpose of this Agreement, the term "grievance" means an appeal by an individual employee or Local 97 on behalf of an individual employee or group of employees from the interpretation, application or violation of the terms and conditions of this collective bargaining agreement.

B. 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.

C. Grievance Steps:

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 Police Chief or his designee. A grievance must be filed within five (5) working days after the Event that gave rise to the grievance. The Chief of Police or his designee shall answer the grievance in writing within five (5) working days. Working days, as set forth herein, shall be defined as Monday through Friday, whether the employee actually works the day(s) in question.

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 fifteen (15) working 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. Working days shall be defined throughout this Article as Monday through Friday irrespective of whether or not the employee works those day(s) in question.

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 twenty (20) calendar days as set forth in Step 4, entitled Arbitration, hereinafter set forth.

Step 4. Arbitration

If a grievance is not settle under Step 3, such grievance shall, at the request of the Union or the Township, be referred to 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 twenty (20) calendar days. Attendance at a grievance or arbitration hearing or matter by anyone other than the grievance and Shop Steward shall be permitted only by subpoena, and only if the individual subpoenaed is testifying. No overtime shall be paid for attendance at a grievance or arbitration.

The arbitration proceedings:

- a. The arbitrator shall conduct a hearing and render his decision in writing with findings of fact and conclusions.
- b. The arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement.
- c. The arbitrator shall confine his decision solely to the interpretation and application of the Agreement and shall confine his decision to the one (1) precise issue submitted for arbitration unless the parties agree otherwise.

d. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.

e. Rules, regulations, policies or orders of Berkeley Township shall not be subject to interpretation or revision by an arbitrator except if specifically provided by the parties.

f. The decision of the arbitrator shall be final and binding on the parties subject to the rights of the parties with respect to case law and statutes.

g. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally by the parties.

h. Any other costs of the arbitration, including the presentation of witnesses, shall be borne by the party incurring same.

D. Miscellaneous 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 2 by the Union.

ARTICLE V

HOURS OF WORK-SHIFTS

A. All terms of the within collective bargaining agreement shall apply to the Dispatchers unless conflicted with, or supplemented by, the terms of this Agreement.

B. Dispatchers are assigned to non-rotating shifts consisting of five (5) working days, to be followed by two (2) consecutive, non-rotating days off. All full-time dispatchers shall have two (2) fifteen (15) minute break periods within their respective workday. The first within four (4) hours of work, the second within the remaining hours of employment. The Township may utilize the break periods so as to extend their meal period for one (1) hours. Dispatchers shall be entitled to a thirty (30) minute lunch period.

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

D. A two (2) week notification shall be given by the Township prior to a change in shift except in cases of emergency.

E. When requesting time off, other than regular days off, i.e., vacation days, personal days, etc., the Dispatcher's request shall not be affected by time off given to police officers.

ARTICLE VI

OVERTIME

A. An employee shall be entitled to overtime at the rate of one and one-half (1 ½) times his regular hourly rate only after said employee has worked in excess of forty (40) hours in any given work week. Vacation, bereavement leave (immediate family) and holidays are to be considered as time worked for the purposes of this Article.

B. In the event an employee is called to duty on his normal off-duty hours, he shall be paid overtime at the rate of time and one-half (1 ½) with a minimum of four (4) hours, provided such time is not contiguous to the employee's work day and provided the employee has not received four (4) hours' notice. If the time is contiguous to the employee's work day, the employee will be paid overtime only for the time actually worked.

C. 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.

D. Availability for overtime worked shall be, where applicable, posted by the Chief or designee. Overtime in communications must first be offered to Dispatchers and then to other computer-aided dispatched trained personnel. All employees shall be required to work a reasonable amount of overtime.

E. When an employee is called into work on Sunday at a time when not scheduled to work, the employee shall receive a total hourly pay which represents double the normal hourly rate of pay (normally gets \$10/hr, will receive \$20/hr) for each hour worked. This shall not apply to work scheduled for Sunday.

ARTICLE VII

HOLIDAY AND PERSONAL LEAVE

A. Holiday Leave

1. The following shall be recognized as holidays:

New Year's Day

Martin Luther King's Birthday

President's Day

Good Friday

Memorial Day

July 4 (Independence Day)

Labor Day

Election Day

Columbus Day

Veteran's Day

Thanksgiving Day

Friday following Thanksgiving

Day before Christmas

Christmas Day

Floating Holiday

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

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

4. A floating holiday will be considered time worked for the purposes of overtime calculation. Employees seeking to schedule the floating holiday as time off must make a request for the floating holiday not less than three (3) working days in advance which request is subject to approval by the supervisor. An unused floating holiday may be carried forward to the following calendar year only.

5. If a dispatcher's regular work day falls on the 4th of July, Christmas Eve, Christmas Day or New Year's Day, the dispatcher will be paid time and one-half (1 ½) for working that holiday.

B. Personal Leave.

Employees shall be entitled to personal leave of up to three (3) days per year with pay on a prorated basis depending on the amount of time the employee has worked during the year. New employees will be entitled to personal leave as follows:

After four (4) months	1 day
After eight (8) months	1 day
After one (1) year	1 day

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

A. Each employee may be granted up to six (6) consecutive working days leave with pay one of which shall be either the day of death or the day of the funeral, whichever the employee chooses. The first three (3) consecutive working days with pay, one(1) of which shall be either the day of death or the day of the funeral, whichever the employee chooses. The remaining three (3) consecutive working days of the six (6) days may be granted at the discretion of the Mayor or designee. Immediate family shall include spouse, mother, father, sister, brother, children, mother-in-law, father-in-law, aunts, uncles, grandparents, grandchildren of employee and spouse.

B. 1. All such leave will not be taken until the immediate supervisor is notified of the incidence of bereavement.

2. Proof of death may be required and, if so, must be submitted promptly upon return from said leave.

ARTICLE X

VACATIONS

A. 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 (2) years up to maximum of twenty-five (25) days.

B. 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 Township 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 employees 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.

C. 1. No vacation will be considered approved until employee has in his/her possession a copy of the written request approved by the Supervisor or designee. Approval of the Supervisor or designee to be provided to employee within two (2) weeks of request.

2. Whenever more than one (1) employee within a job classification at a job location request vacation at a given time, the Township shall endeavor to honor all vacations as requested. However, when vacations cannot be granted to all employees requesting vacations for a particular period, the employee with the greatest seniority shall be granted their vacations first (unless business necessity requires a different result).

ARTICLE XI

LEAVES

A. Sick Leave.

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. Procedure

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 of denial of the sick leave for the absence and constitute cause for disciplinary action.

c. Absence without notice for five (5) consecutive days shall constitute a resignation.

4. 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.

b. When the employee is at his/her place of confinement, he/she is restricted to such, except for visits to his/her pharmacist or physician, when the employee is out sick.

5. Sick Leave Verification

a. 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.

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

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

d. The supervisor 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.

e. Abuse of sick leave shall be cause for disciplinary action.

f. The Township reserves the right to verification at any time for any reason at the expense of the Township.

6. No employee shall be allowed to endanger the health and well-being of other employees. In light of this, the employee may be directed to take sick leave by the employee's supervisor. The employee's supervisor may direct the employee to the Township physician, at the Township's cost, for an opinion as to the eligibility of the employee(s) to continue at work if the employee(s) does not accept such direction.

B. Maternity Leave

1. 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, subject to the review of the Township's physician as to fitness for duty.

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, non-cumulative vacation leave and non-cumulative personal 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 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.

C. Leaves of Absence Without Pay

1. A leave of absence without pay may be granted no more than two (2) three (3) month periods in any one (1) consecutive twelve (12) month period, excluding FMLA (if applicable). The decisions as to whether or not to grant a leave of absence without pay in accordance with this Article shall be within the sole and absolute discretion of the Township. All decisions regarding leave are to be made by the Township Administrator and are not appealable through the grievance procedure.

2. The Township reserves the right to extend this period of time only after the employee submits to the Township sufficient reason for an extension of such leave after the employee has appeared before the Township to request the extension in person. Furthermore, such extension shall require approval by the Commissioner of the New Jersey State Department of Personnel and all other applicable parties.

3. An application for an unpaid leave pursuant to this Article shall be submitted at least thirty (30) days prior to the effective date of the proposed leave except in the case of emergencies.

D. Workers' Compensation

Any member of the Township, who shall utilize disability leave under Workers' 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

A. 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.

B. The Township shall provide to all employees covered by the Agreement and their families an insurance plan equivalent to the 14/20 series Blue Cross-Blue Shield plan, including Rider J and Major Medical benefits. The premiums shall be paid by the Township.

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

D. The Township will provide to all employees covered by this Agreement a prescription drug plan with a \$2.00 co-pay for generic drugs and \$10.00 co-pay for name brands. The premium for the plan selected will be paid for by the Township. Effective August 1, 2006, the prescription co-pays shall be as follows: \$5.00 co-pay for generic drugs and \$10.00 co-pay for brand name drugs. This shall apply to mail order prescriptions (90 day supply).

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

F. The Township shall provide full family dental coverage to each member of the same coverage which is presently in effect. The Township's cost for such coverage is capped at the cost in effect on January 1, 1997.

G. The Township reserves the right to change insurance plans or carriers or to self-insure so long as substantially equivalent benefits are provided and at least forty-five (45) days notification is provided to the Union. In the event the Union does not agree that the new plan(s) provided(s) substantially equivalent benefits, the Union may submit the matter to expedite arbitration prior to the expiration of the forty-five (45) days notification by the Township, for determination by an arbitrator prior to implementation of the new plan(s). However, if an expedited arbitration proceeding is sought, the plan shall go into effect within one hundred twenty (120) calendar days after the initial notification to the Union.

H. All employees hired on or after January 1, 2006, shall be responsible for ten (10%) percent of the premium difference between single coverage and any coverage beyond single coverage (H&W, P&C, Family, etc) for whichever health insurance program is selected for a period of ten (10) full years from entering employment with the Township.

ARTICLE XIII

EDUCATION

A. The Township 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 supervisor. Failure to obtain such prior approval shall disqualify courses from reimbursement category. 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. In order to receive reimbursement for the courses, the employee must earn a grade of "C"/70% or better, depending on grade given.

B. Members shall receive an additional \$600.00 per year for attainment of an Associates Degree.

C. Members shall receive an additional \$850.00 for attainment of a Bachelors Degree.

D. Members shall receive an additional \$1,000.00 for the attainment of a Masters Degree.

ARTICLE XIV

RETIREMENT BENEFITS

A. Upon an employee's regular retirement, disability retirement, resignation or death, the employee shall be entitled to time off or to compensation for accumulated and unused sick leave as follows. It is agreed that, at the time of retirement, the Township will purchase back all accumulated sick days of an employee covered by this Agreement. The maximum payment shall be \$12,000.00. However, current employees as of the date of the signing of this Agreement whose accumulated sick day payment as of the date would exceed the aforementioned maximum may retain the excess above the maximum which excess may not increase beyond the amount on January 1, 2003.

B. 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.

C. 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 Employment

Retirement System. Any employee who is separated from service for a cause arising from any disciplinary action shall not be entitled to compensation for accumulated leave.

ARTICLE XV

UNIFORM ALLOWANCE

- A. Dispatchers shall receive the same uniform allowance as provided to members of the Police Department concerning uniform allotment and maintenance requirements as per the Department's regulations. Such allowance shall be prorated for employees who leave the Township's employ during the year. The uniform allowance shall be payable by the Township thirty (30) days after the budget is passed.
- B. All employees shall be required to wear their uniforms while on duty. Employees who do not wear their required uniforms or appear on the job without the proper clothing shall be subject to disciplinary action.

ARTICLE XVI

AGENCY SHOP

A. The Township and the Union agree that an agency shop provision was passed into law, Ch 477, P.L. 1979 N.J.S.A. 34:13A-5.4, et. seq., which grants the Union the right to a representation fee of eighty five percent (85%) of the Union's dues for non-members. In compliance with Ch 477, P.L. 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, P.L. 1979.

B. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken by the Township in refinance upon this Article.

ARTICLE XVII

SALARIES

A. Salary changes will be as follows:

1. 2005 - Effective January 1, 2005, all non-maximum step employees shall receive a step increase pursuant to the Agreement and the guide shall be improved by four point twenty five (4.25%) percent. Employees at maximum step or who reach maximum step during 2005 shall receive a total maximum increase of four point twenty five (4.25%) percent.

2. 2006 - Effective January 1, 2006, all non-maximum step employees shall receive a step increase pursuant to this Agreement and the guide shall be improved by four (4.00%) percent. Employees at maximum step or who reach maximum step during 2006 shall receive a total maximum increase of four (4.00%) percent.

3. 2007 - Effective January 1, 2007, all non-maximum step employees shall receive a step increase pursuant to this Agreement and the guide shall be improved by three point ninety-five (3.95%) percent. Employees at maximum step or who reach maximum step during 2007 shall receive a total maximum increase of three point ninety-five (3.95%) percent.

4. 2008 - Effective January 1, 2008, all non-maximum step employees shall receive a step increase pursuant to this Agreement and the guide shall be improved by three point eighty (3.80%) percent. Employees at maximum step or who reach maximum step during 2008 shall receive a total maximum increase of three point eighty (3.80%) percent.

5. All 2005 and 2006 monies shall be retroactive to January 1, 2005 and January 1, 2006. However in order to be eligible for such monies, employees must have been on the payroll as of January 17, 2006.

6. If the parties have not reached an executed agreement by December 31, 2009, then all steps and employees will be frozen as of their place on the salary guide as of December 31, 2008.

B. In the event an employee receives a promotion, the promotion date will become the new anniversary date for increment purposes.

C. Effective calendar year 2003, step increases are to be given on July 1st, regardless of the employee's anniversary date with the Township.

ARTICLE XVIII

LONGEVITY

A. (1). Each employee shall be paid in addition to his annual salary a longevity payment based upon completion of continuous years of employment in the Township of Berkeley in accordance with the following schedule:

<u>5 YEARS</u>	<u>10 YEARS</u>	<u>15 YEARS</u>	<u>20 YEARS</u>	<u>25 YEARS</u>
\$600	\$1,100	\$1,650	\$2,250	\$2,750

(2). Effective January 1, 2006, the longevity schedule shall read as follows:

<u>5 YEARS</u>	<u>10 YEARS</u>	<u>15 YEARS</u>	<u>20 YEARS</u>	<u>25 YEARS</u>
\$850	\$1,350	\$1,900	\$2,500	\$3,000

B. Each employee shall qualify for the longevity increment on the date of the anniversary of his/her employment and such increment shall commence to accrue from and after such date.

C. Longevity pay shall be paid once per year on November 30th of every year or the pay period nearest to same. If an employee only works part of an anniversary year, the employee's longevity shall be prorated based on the number of months, or part thereof, worked (e.g. longevity prorated by $1/12 \times$ months or part thereof worked),

D. Seniority shall be based on Title 11A of the Civil Service Rules.

ARTICLE XIX

EMPLOYMENT RIGHTS

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

B. The Mayor agrees that temporary assignments shall not exceed a period of ninety (90) days.

C. All disciplinary proceedings filed against any employee by his supervisor or the Township shall only be for just cause and in accordance with New Jersey Statutes Title 11A (Civil Service Act) and/or New Jersey Administrative Code Title 4A, and its amendments as may be enacted from time to time. No notices of this action shall be made or posted publicly.

D. Each employee has the right to review his personnel folder. All requests for review shall be submitted in writing to his supervisor and will be honored within three (3) days of the receipt of the individual's request. All materials contained in the employee's personnel folder will be open to examination by the employee, his/her immediate supervisor, the Township Business Administrator, the Mayor and/or legal counsel retained by the Township. Any viewing of the personnel file should be in the presence of the Township Administrator or designee. Any material placed in the employee's present folder shall be copied to the affected employee.

E. An Employee shall be provided with a copy of a specific rule or regulation of his supervisor or the Township.

F. The Union shall provide the Township with the name (s), during the first week of January of each year, of the shop steward and alternate, as well as updates of changes throughout the year if such occurs. Such steward 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;

provided, however, that the routine operations of the department in question shall not be interfered with. No Steward shall be discriminated against by any Township employee/official because of his faithful performance as steward nor shall any steward be removed from the job until notice has been given to the President of the Union.

ARTICLE XX

MANAGEMENT RIGHTS

A. 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:

1. Direction and operation generally;
2. Type of work to be performed (within title);
3. Work assignments (within title);
4. Machinery, tools and equipment to be used;
5. Shift schedules;
6. Hours of work (within the Agreement contained herein);
7. Hiring, promotions, discharge, demotions and disciplinary action against employees all in accordance with N.J. Statutes Title 11A (Civil Service Act) and/or New Jersey Administrative Code Title 4A, and its amendments as may be enacted from time to time;
8. Making, drafting and enforcing rules and regulations governing the same and safety of its employees.

B. Rules and Regulations

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 employee's 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 supervisor 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

One (1) bulletin board will be made available to the 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 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. No material of a derogatory, inflammatory, insulting, or demeaning nature against the Township, any employee/official of the Township or any resident/ citizen/ landlord/ tenant/ business owner in the Township.

ARTICLE XXII

MILEAGE

Mileage reimbursement shall be at the rate of \$.20 per mile.

ARTICLE XXIII

MISCELLANEOUS

Employee Seniority

Seniority is to be determined by the date employment with Berkeley Township Police Department as a bargaining member commenced. Seniority will be the determining factor as it pertains to vacations, selection of shifts and regular days off and reassignment. If an employee transfers into this bargaining unit from another title/department within the Township, that employee shall go to the bottom of the seniority list.

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.

ARTICLE XXIV

RECORD KEEPING

A. All employees are required to complete a time card/sign-in sheet (whichever is applicable) when they arrive for work and when they complete work at the end of the day. The recording on the time card/sign-in sheet must be completed in pen or by the "punching-in/punching out" of a time clock. Time cards/sign-in sheets must be signed by both the employee and the employee's supervisor and include the total number of hours actually worked each week. The employee's signature(s) certifies that the "actual hours worked as shown are correct" and the other signatures indicate that the hours worked have been verified.

B. All incidents of absence or tardiness must be explained on the time card/sign-in sheet in the space provided for this purpose. A time card/sign-in sheet will not be accepted as complete unless it accounts for all scheduled working days.

ARTICLE XXV

SAVINGS CLAUSE

If any provision of this Agreement or application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXVI

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

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

ARTICLE XXVII

DURATION


A. This Agreement shall become effective as of January 1, 2005 and shall continue in full force and effect through December 31, 2008. An employee must be in the active employment of the Township to be eligible for retroactive pay and/or benefits.

B. Employees eligible for an annualized benefit such as uniform allowance shall receive a prorated benefit only if the employee leaves the employ of the Township during the year in which the benefit is received.

C. In the absence of written notice given no less than ninety (90) or more than one hundred twenty (120) days prior to the expiration date of this Agreement, by either party to the other of intention to terminate, this Agreement shall automatically be renewed for a period of another year and from year to year thereafter until such time as the aforementioned notice is given prior to the annual expiration date.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Agreement through their authorized representatives this 25th day of May 2006.

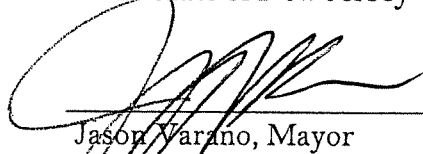
International Brotherhood of Teamsters,
Local 97 (Dispatchers)

By: 

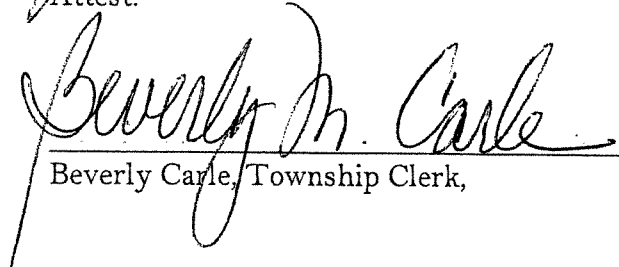
Attest:



Township of Berkeley, a municipal corporation
of the State of New Jersey


Jason Varano, Mayor

Attest:


Beverly Carle, Township Clerk,

SCHEDULE A

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
Public Safety Telecommunications Trainees*	\$19,000	\$19,000	\$19,000	\$19,000

* Said trainees must serve in the position of Trainee for twelve (12) consecutive months before becoming eligible for Step 1 of schedule B if promoted to the position of Public Safety Telecommunicator.*

SCHEDULE B
PUBLIC SAFETY TELECOMMUNICATORS

STEP	2005	2006	2007	2008
1	\$26,747	\$27,817	\$28,916	\$30,015
2	27,478	28,577	29,706	30,835
3	28,208	29,336	30,495	31,654
4	28,938	30,096	31,285	32,474
5	29,734	30,923	32,144	33,365
6	30,465	31,684	32,936	34,188
7	31,196	32,444	33,726	35,008
8	31,923	33,200	34,511	35,822
9	32,655	33,961	35,302	36,643
10	33,518	34,859	36,236	37,667
11	34,246	35,616	37,023	38,430
12	34,978	36,377	37,814	39,251
13	35,708	37,136	38,603	40,070
14	36,436	37,893	39,390	40,887
15	37,235	38,727	40,257	41,787
16	37,964	39,483	41,043	42,603
17	38,696	40,244	41,834	43,424
18	39,423	41,000	42,620	44,240
19*	40,154	41,760	43,410	45,060
20*	41,693	43,361	45,074	46,787
20 A	44,073	45,836	47,647	49,458

* There will be two (2) different "top steps"- Step 20 and Step 210, depending upon whether an employee moves to Step 20 during the year or is already at Step 20 at the beginning of the year. Therefore, no Employee will move from Step 19 to Step 20A, but movement at the top end of the Guide will be from Step 19 to Step 20 to Step 20A.*

SCHEDULE C
SENIOR PUBLIC SAFETY TELECOMMUNICATORS

STEP	2005	2006	2007	2008
1	\$30,397	\$31,613	\$32,862	\$34,111
2	31,227	32,476	33,759	35,042
3	32,057	33,339	34,656	35,973
4	32,887	34,202	35,553	36,904
5	33,512	34,852	36,229	37,606
6	34,885	36,280	37,713	39,146
7	35,509	36,929	38,388	39,847
8	36,338	37,792	39,285	40,778
9	37,167	38,654	40,181	41,708
10	37,999	39,519	41,080	42,641
11	38,948	40,506	42,160	43,706
12	39,776	41,367	43,001	44,635
13	40,606	42,230	43,898	45,504
14	41,425	43,082	44,784	46,486
15	42,265	43,956	45,692	47,428
16	43,315	45,048	46,827	48,606
17	44,052	45,814	47,624	49,434
18	44,880	46,675	48,519	50,363
19	45,709	47,537	49,415	51,293
20*	46,539	48,401	50,313	52,225
21	47,369	49,264	51,210	53,156
21A	50,455	52,473	54,546	56,619

* There will be two (2) different "top steps"- Step 21 and Step 21A, depending upon whether an employee moves to Step 21 during the year or is already at Step 21 at the beginning of the year. Therefore, no Employee will move from Step 20 to Step 21A, but movement at the top end of the Guide will be from Step 20 to Step 21 or Step 21 to Step 21A.*