

**AGREEMENT BETWEEN
TOWNSHIP OF BERLIN, NEW JERSEY**

AND

BERLIN TOWNSHIP DEPARTMENT OF PUBLIC WORKS

THIS AGREEMENT, effective January 1, 2007, is entered into between the TOWNSHIP OF BERLIN, a Municipal Corporation of the STATE OF NEW JERSEY, herein referred to as TOWNSHIP and the BERLIN TOWNSHIP PUBLIC WORKS DEPARTMENT EMPLOYEES, herein referred to as DEPARTMENT.

ARTICLE 1 – UNION RECOGNITION

The Township of Berlin agrees to recognize the Berlin Township Public Works Department as the sole and exclusive collective bargaining representative of full time members of the Berlin Township Public Works Department. Employees may elect a departmental representative from among themselves. Said representative may be present at any disciplinary or grievance hearing as provided for in Article 17.

ARTICLE 2 – CONTRACT PERIOD

This agreement shall be in effect January 1, 2007 and shall remain in full force and effect until December 31, 2009.

ARTICLE 3 – WORK SCHEDULE

The regularly scheduled work week shall consist of five (5) eight (8) hour days, Monday through Friday. The Director of Public Works and the Mayor will schedule the hours and have jurisdiction to change same. The regular starting time of work shifts will not be changed without reasonable notice to the affected employees. Lunch break will be one hour long provided no other breaks are taken during the shift.

ARTICLE 4 – OVERTIME

Due to the Public Safety responsibilities of the Department, all employees must make themselves available for overtime if needed. Every effort will be made by the Director to cooperate with those employees, whenever possible, who have after-hour responsibilities. Overtime hours will be offered first to the employees of the crew responsible for the type of work to be done, then by seniority to the remaining employees. Overtime refers to any time worked beyond the regularly scheduled forty (40) hour period starting on Monday and ending on Sunday of the same week. Overtime hours will be used to complete the forty (40) hour work period during a week when the employee working the overtime hours has been docked time for any reason. Any employee using vacation during a week in which overtime is available will not be included in the first round of calls to fill the overtime positions; but will be included in any additional rounds of calls to fill those same overtime positions. The first round exclusion will not be valid in emergency situations. Overtime shall be authorized by the Mayor or the Director of Public Works.

Over time compensation shall be paid at the rate of one and one-half (1 ½) times the employee's usual hourly rate for work performed over forty (40) hours and at the rate of double the

employee's usual rate for work performed over forty-eight hours. If an employee is called in to work overtime for any reason, and is at work for less than one hour, that employee shall be paid for one full hour.

ARTICLE 5 – VACATIONS

Vacation scheduling shall coincide with the calendar year and shall not overlap from one year to the next. Any employee, hired during the calendar year, will be given vacation days on a pro-rated basis to cover the time worked prior to January 1 of the following year after the date of hire. Vacations scheduled at least one year in advance will be subject to availability by date of request, any requests for more than forty (40) hours will be addressed by the Mayor and Director. Vacations scheduled thirty (30) days prior to January 1 of each year shall be subject to availability by seniority, except for holiday weeks. After January 1, vacations shall be subject to availability by request only. If more than one employee in a division is interested in scheduling vacation during a holiday week, the scheduling will be done on a rotation basis by seniority for each crew. A list of names of the employees in the crew will be kept with the employee getting the holiday week going to the end of the list. This process will be carried out for any and all holiday weeks when two or more employees in the same crew want to schedule vacation time. The Director shall determine the number of employees able to schedule vacations during any given week. Vacation time must be scheduled at least two(2) weeks prior to the date requested and cannot be used or substituted for sick time, unless approved by the Mayor.

No employee shall schedule more than two (2) weeks of vacation consecutively at any time of the year.

All full time employees shall be entitled to the following annual vacation period with pay:

- A. During the first calendar year following the employee's date of hire, the employee shall receive five (5) days vacation.
- B. During the second, third and fourth calendar years following the employee's date of hire, the employee shall receive ten (10) days vacation.
- C. During the fifth, sixth, and seventh calendar years following the employee's date of hire, the employee shall receive (15) days vacation.
- D. During the eighth, ninth, tenth and eleventh calendar years following the employee's date of hire, the employee shall receive twenty (20) days vacation.
- E. During the twelfth calendar year following the employee's date of hire and thereafter, the employee shall receive twenty-five (25) days vacation.

ARTICLE 6 – SICK LEAVE AND MEDICAL

All full time employees shall be entitled to the following sick leave with pay:

- A. Commencing from the date of this contract, full time employees shall receive twelve (12) days of annual sick leave, to be used for self sickness or illness in the employee's immediate family.
- B. Unused sick leave can be accumulated from year to year as per schedule #2. However, it can only be used for that purpose and cannot be considered or used as vacation or personal time. Accumulated sick time can only be used with the approval of the Mayor or the Departmental Council Liaison and shall not be bought back by the Township.
- C. Employees missing more than twelve (12) sick days without prior approval of the Mayor and Council shall receive:
On the thirteenth day – written warning and loss of pay for the day.

On the fourteenth day – Loss of pay for the day out as well as a one day suspension without pay.

On the fifteenth day – Loss of pay for the day out as well as a two day suspension without pay.

On the sixteenth day – Termination.

- D. If an employee is absent due to illness for three (3) consecutive days, and also at the discretion of the Director, the Township shall require acceptable written medical evidence on a form describing the nature of the illness and the length of time the employee was or will be absent. Failure to do so will result in loss of pay for the period of absence and may be cause for disciplinary action.
- E. An employee who does not expect to report to work because of personal illness or for any of the reasons included in the definition of sick leave hereinafter set forth shall notify his immediate supervisor by telephone or personal message before the start of his shift. Said notification shall include a self-diagnosis. A message left on the answering machine at the Public Works Department does not qualify as proper notice, except in emergency situations, in which case, a follow-up telephone or personal message must be made as soon as possible. Employees failing to leave proper notice shall receive the following disciplinary action:
 - First Offense – Loss of pay for the time out and a one day suspension without pay.
 - Second Offense – Loss of pay for the time out and a two day suspension without pay.
 - Third Offense – Loss of pay for the time out and a three day suspension without pay.
 - Fourth Offense – Termination of employment.The number of offenses shall accrue over a one year period coinciding with the calendar year.
- F. Employees becoming sick after reporting for work may be required to produce a doctor's note at the discretion of the Director of Public Works.
- G. Cases of excessive or long term absenteeism may be reviewed by the Governing Body of the Township. Employees involved in such cases may also be referred to a Township appointed doctor for evaluation.
- H. Sick leave claimed by reason of quarantine or exposure to a contagious disease may be approved on the certificate of the Local Department of Health and in the case of death in the family, upon such reasonable proof as the Township shall require.
- I. Employees may take a Leave of Absence as is provided in the provisions of the Federal and State Family Leave Act. Any time taken off will be unpaid, and therefore, not charged to the employee's sick time. The employee must meet the requirements of both the Federal and State Family Leave Acts and must formally request the time in writing, stating that it is understood that the time out is covered concurrently by both the Federal and State Family Leave Acts. This written request must be approved by the Mayor and Council.

ARTICLE 7 – CLOTHING ALLOWANCE

All employees are required to wear uniforms as part of their employment and will be provided with new uniforms on an as needed basis. Said uniforms will consist of:

- A. Five summer tee shirts.
- B. Five winter sweatshirts (hooded/non-hooded).
- C. Seven pair of pants (shorts/long-polyester mix or cotton).
- D. One jacket.
- E. One insulated coverall

F. Work boot reimbursement up to \$250.00 provided paid receipts are submitted.

From May 1 through October 31, shorts may be worn in place of uniform pants. Any employee reporting for work out of uniform will be sent home to acquire a uniform and docked the time out. The cleaning and maintenance of all uniforms will be the responsibility of the employee. All employees are expected to wear clean and well maintained uniforms on a daily basis. Uniforms will be returned to the Township upon termination of employment.

Employees will be issued an identification card bearing the employee's signature and photograph. Said I.D. cards will be returned to the Township upon termination of employment.

ARTICLE 8 – FUNERAL LEAVE

The Township shall grant a leave of absence with pay for a permanent employee who is excused from work because of death in his immediate family as described below. The employee shall be paid his regular rate of pay for the scheduled working hours missed from the day of death to the day of burial. Time off with pay as provided in this section is intended for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of the immediate family. Immediate family is defined to mean parents, children, spouse, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law and grandparents of the employee. If a spouse dies five (5) additional days will be allowed to attend to personal family arrangements. Special cases will be referred to the Mayor and the Director of Public Works and will be at their discretion. If an employee elects to report for work during some or all of their allotted funeral leave, the time worked will be added to their personal time.

ARTICLE 9 – INJURY LEAVE OF ABSENCE

Any employee who is injured, whether slight or severe, while working for the Township shall make an immediate report to his supervisor, or as soon as the injury manifests itself to the employee. Notification will also be made to any other appropriate party the Township's Insurance Company stipulates. Failure to follow these steps may result in loss of coverage for the injury. An employee injured while working for the Township shall be entitled to Worker's Compensation benefits according to the laws of the State of New Jersey. The Director of Public Works is to be advised of each medical visit on the day following the visit. The Township shall pay the difference between the amount received as Worker's Compensation benefits and his salary during the period of temporary disability, up to a maximum period of fifteen (15) working days. Thereafter, in the event of continued temporary disability beyond the fifteen (15) day period, the employee, if he is still receiving Worker's Compensation benefits for temporary disability, shall continue to receive the difference between the amount received from Worker's Compensation temporary disability and his regular salary. Such difference, however, shall then be charged against his accumulated sick leave. If he does not have accumulated sick leave or his sick leave is depleted, then the difference in pay shall not be given to said employee.

An employee who is injured off the job and who cannot report for work even after his sick leave has been exhausted, may be directed to a Township appointed doctor to determine his condition and may be given a hearing to determine his work status.

ARTICLE 10 – SENIORITY

Seniority is defined as an employee's total length of service with the employer, beginning with his original date of hire. The employer shall maintain an accurate, up-to-date seniority roster

showing each employee's date of hire, classification and pay rate, and shall furnish copies of the same to the Department upon request.

In all cases such as, promotions, demotions, layoffs, recalls, vacation schedules (except as noted previously in this contract) and any other situations where substantial employee advantage or disadvantage are concerned, an employee with the greatest amount of seniority shall be given preference, provided he has the ability to perform the work involved. An employee's ability level will be based on:

1. Knowledge of the work assignments being considered.
2. Experience performing the work assignments being considered.
3. Prior work evaluations and history.
4. Test results, if one is deemed necessary.
- 5.

An employee taking unauthorized absence for five consecutive days without notice to the Township shall forfeit seniority and such absence shall constitute a resignation by the employee. An employee can only be demoted in work classification after a hearing before Mayor and Council. If demoted he will assume the pay scale of the next lower classification.

ARTICLE 11 – HOLIDAYS

The following days shall be observed as normal holidays during the duration of this contract:

- | | | |
|-------------------|-------------------------|-------------------------|
| -New Years Day | -Martin Luther King Day | -President's Day |
| -Good Friday | -Easter | -Memorial Day |
| -Independence Day | -Labor Day | -Columbus Day |
| -Veteran's Day | -Thanksgiving Day | -Day After Thanksgiving |
| -Christmas Day | -Day after Christmas | |

Holidays falling on Saturday or Sunday shall be celebrated on a predetermined Friday or Monday, except for National Holidays celebrated on a Monday. Employees must work either the day before or after the holiday when so scheduled and must obtain a doctor's note if absent. Failure to do so may result in loss of pay for the holiday and/or may be cause for disciplinary action.

The employer has the option of offering a floating or alternate day in lieu of the scheduled holiday, provided this is acceptable to the affected employees.

Three Personal days per year shall be provided at the employee's option provided one week's notice in writing shall be given to the Director of Public Works. This written notice shall not be necessary in special situations in which case the employee is responsible to explain the nature of the situation to the director, who will in turn make the decision as to whether the personal day is allowed. The three Personal days shall be limited to one (1) calendar year and shall not accumulate beyond that time.

ARTICLE 12 – JURY DUTY

An employee scheduled to serve Jury Duty, for the County, State or Federal Court, shall receive his rate of pay provided he supplies the township with written proof from said Court for the time spent on Jury Duty.

ARTICLE 13 – STRIKES AND LOCKOUTS

In addition to any other restriction under the law, the Department will not cause a strike or work stoppage of any kind, nor will the employees take part in any strike, intentionally slow the rate of work, or in any manner cause interference with or the stoppage of the Employer's work. The Employer shall not cause any lockout.

If either of the parties or if any person violates this section, then such parties or person shall be responsible for any damages resulting as a matter of consequence of such action and such damages may be recovered by appropriate action instituted in the County Court of Camden or Superior Court, Law Division, Camden County. This paragraph is not to be construed to broaden or limit the legal remedies available to either party for breach of this contract.

ARTICLE 14 – SAFETY AND HEALTH

The Employer shall at all times maintain safe and healthful working conditions and will provide employees with any training, tools, rain gear or devices reasonably necessary in order to insure their safety and health

The Employer shall provide the options available under the State Health Benefits Plan or a plan that is equal to and not less than said plan, based on a majority vote of the Department, along with a Family Dental and Prescription Plan. Health Plan information is available at the Township Clerk's Office.

ARTICLE 15 – EQUAL TREATMENT

The Employer agrees there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status or political affiliation. All employees shall have the same opportunity for training in the use of Public Works equipment.

ARTICLE 16 - WORK RULES

The Employer may establish reasonable and necessary rules of work and conduct for the employees. Such rules shall be equitably applied and enforced.

ARTICLE 17 – DISCHARGE AND SUSPENSION

The Township shall have the right to dismiss or suspend an employee for just cause. Just cause shall include but not be limited to violations of rules and regulations of the Township which are adopted and are in full force and effect. This shall not prohibit the Department, on behalf of said employee, from investigating any such dismissal or suspension and resorting to the grievance procedure provided in this agreement. Suspensions for violations which require a disciplinary action of a one-day suspension can be scheduled by the Director if circumstances exist that make the day immediately following the day of the infraction unavailable. All other suspensions shall take place immediately following the day of the infraction.

In the event the grievance procedure is utilized and it is determined that the suspension or discharge was not with just cause then that determination shall provide whether reinstatement of the employee is with or without full or partial back pay. The determination of reinstatement with back pay shall entitle the Township, nevertheless, to credit for any wages or compensation earned by the employee outside the employment of the Township during such suspension or discharge in accordance with applicable laws.

ARTICLE 18 – LATENESS

Any employee who reports for work after the start of his shift shall be considered late. Any lateness will be considered a chargeable lateness, for which loss of pay will result. The time deducted shall be rounded to the nearest quarter hour after the first 15 minutes. Any time late during the first fifteen (15) minutes will result in a quarter hour deduction. Employee who has seven (7) or more instances of lateness in a calendar year period shall not be eligible to receive the monetary bonus during December of each calendar year. Excessive lateness could result in termination of employment.

ARTICLE 19 - SCHEDULE OF DISCIPLINE

See Schedule Three

ARTICLE 20 -- GRIEVANCE PROCEDURE

Employee salaries, the size of the work force, the work schedule and any matter for which provision has not been made in the adopted budget is not a grievable matter.

Any grievance dispute that might arise between the parties with reference to the application, meaning or interpretation of this agreement shall be settled in the following manner:

STEP 1: The aggrieved employee or Department Representative at the request of the employee shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) working days of its occurrence, in writing. Failure to act within said ten (10) day period shall be deemed to constitute an abandonment of the grievance. If acted upon within said ten (10) days, and not otherwise abandoned, the supervisor shall then attempt to adjust the matter and shall respond to the employer or Department Representative, in writing, within three (3) working days.

STEP 2: If the grievance still remains unadjusted, it shall be presented by the Department Representative or employee to the Governing Body, in writing, within five (5) working days after the response from the supervisor is due. The Governing Body shall meet with the Department Representative or employee and respond in writing to the employee, or the Department Representative, within ten (10) working days.

STEP 3: If the grievance remains unsettled, the Department Representative may within fifteen (15) working days after the reply from the Governing Body, proceed to arbitration. A request for arbitration shall be made by the Department Representative no later than such fifteen (15) day period and a failure to file within said time period shall constitute a bar to such arbitration unless the Department Representative and Governing Body shall mutually agree upon a longer time period within which to adjust such a demand.

STEP 4: With regard to subject matters that are grievable, the arbitration proceedings shall be conducted by an arbitrator mutually selected by the Governing Body and the Department Representative within seven (7) working days after notice has been given. If the parties fail to agree upon an arbitrator, the State Mediation Service shall be requested by either or both parties to provide a panel of arbitrators. Both the Governing Body and the Department Representative shall select a name from the list provided and continue to do so until one (1) name remains. The name remaining shall be the arbitrator. The arbitrator shall restrict his inquiry to the standards established by this agreement only, and his decision shall be final and binding on all parties, and

the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

STEP 5: With regard to subject matters that are not grievable, the advisory arbitration proceedings shall be conducted pursuant to rules and regulations established by the Public Employee Relations Commission under the provisions of Chapter 303, Laws of 1968.

STEP 6: Expense for the arbitration services and the proceedings under STEP 4 or STEP 5 shall be borne equally by the Governing Body and the affected Employee. Each party shall be responsible for compensation of its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record.

STEP 7: The Department Representative will notify the Governing Body in writing of the name of the employees who are designated by the Department Representative to represent employees under the grievance procedure. Employees so designated by the Department Representative will be permitted to confer with other employees and with a Governing Body Representative regarding matters of employee representation, during work hours without loss of pay for periods not in excess of one (1) hour per week unless additional time is authorized by the Township for representing employees under the grievance procedure.

STEP 8: The Township and the Department Representative agree in conjunction with the grievance procedures that each will give reasonable consideration to requests of the other party for meetings to discuss any grievance pending at any stop of the grievance procedure.

ARTICLE 21 – GENERAL PROVISIONS

DEPARTMENT

It is agreed by the Township that the provisions of this agreement shall be in effect in the Public Works Department throughout the life of this agreement. Any employee after being employed thirty calendar days in a permanent position, shall be covered by this agreement and shall become and remain a member of the Public Works Department.

EMPLOYEES

All employees are required to have a means of communications with the workplace. Any long term failure to meet these obligations shall be cause for suspension of employment. The employee, after reestablishing the missing requirements, may be rehired when an opening occurs.

All employees are required to have a Commercial Driver's License (CDL), as per State Statute, by April 1, 1992. Newly hired employees are expected to obtain the CDL within ninety (90) days of their date of hire. Failure of the newly hired employee to obtain the CDL will result in termination of employment.

The Township shall reimburse the employee for:

- A. The cost of the initial testing (Basic Knowledge & Air Brake Portions) of the CDL.
- B. First year's CDL issuance fee.
- C. Any additional endorsements required by the Township.

Failure to obtain, the suspension of or the revocation of the CDL, in the case of permanent employees, will result in a re-evaluation of employment status by the Governing Body which could result in a demotion in work classification or termination of employment. Should the permanent employee obtain the CDL at a later date, he will automatically be reinstated into his prior classification, provided an opening exists.

The Federally mandated CDL Drug and Alcohol Testing Program, with all its rules and regulations, a copy of which was distributed to each employee, shall become and remain a part of this agreement.

Any employee found to be under the influence of drugs or alcohol, while on duty, will be tested at the earliest possible time by the Testing Firm designated by the Township. If the test results show anything other than a pure negative, the employee will be handled as directed in the Township Drug and Alcohol Abuse Policy.

Mechanics shall provide their own tools at their own expense. The Township shall supply those tools which are designed specifically for use on Township vehicles. The Township shall consider replacing tools, in kind, broken in the course of work on a case by case basis.

Bulletin Boards will be made available by the Township in the Public Works Department.

Should any portion of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decisions of the court shall apply only to the specific portion of the agreement affected by such decision, whereupon the parties agree to commence negotiations relative to the invalidated portion.

It is agreed that representatives of the Township and Department Representative will meet from time to time upon request of either party to discuss matters of general interest or concern, but will not include matters which are grievances. Said meeting shall be initiated by written request of either party which shall reflect the precise agenda of the meeting.

The jurisdiction and authority of the Township over matters not covered by this agreement are expressly and impliedly reserved by the Township.

The Deputy Director of Public Works shall have the same authority to enforce the provisions of this contract as does the Director of Public Works and will stand in charge in the Director's absence.

ARTICLE 22 – EMPLOYEE JOB DESCRIPTIONS AND SALARY CLASSIFICATIONS

CLASS 1 CREW LEADER

Basic Function:

Under the direction of the Director, or Deputy Director, of Public Works, the Crew Leader works full time with a crew performing laborer duties and all other necessary functions to see that tasks are completed in all assigned areas of responsibility in the Public Works operation.

Duties:

As delegated by the Director, or Deputy Director of Public Works, the Crew Leader is responsible for:

1. Supervision of work crews.
2. The assignment of crews.
3. Delegation of duties.
4. Completion of assignments.
5. Monitoring of work quality and quantity.
6. Instruction of laborers.
7. Evaluation of workers and work performed.
8. Answer after hour calls as may be required.

Qualifications:

1. Possession of leadership qualities.
2. Ability to work harmoniously with the crew while exercising supervisory control.
3. Ability to read and write at a high school level.
4. Ability to operate all Township-owned vehicles and equipment needed to complete assignments.
5. Ability to coordinate with other departments.
6. Required physical mobility to perform the duties of all classifications.
7. Possession of a good attitude towards work in general, work assignments, and work quality.
8. A past history of above average attendance and minimal lateness.
9. Possession of the highest score in a test, if one is deemed necessary, for the position.
10. Ability and willingness to work with any crew assigned.

***Special Note:** There can be up to four Crew Leaders at any given time.

CLASS 2 LABORER

Basic Function:

Under the direction of the Director, or Deputy Director, of Public Works, the Laborer works full-time in a crew. The Laborer works performing assigned tasks in all areas of Public Works responsibility. The Class 2 Laborer should have the ability to act as a temporary crew leader, if needed.

Duties:

As assigned, works as crew member performing assigned tasks in all areas of Public Works responsibility. Operates all equipment and vehicles in performance of duties.

Qualifications:

1. Ability to follow instructions.
2. Ability to read and write at high school level.
3. Ability to operate equipment necessary to perform duties.
4. Required physical mobility to perform the assigned duties.
5. Ability and willingness to work harmoniously with others.
6. Ability to take over and lead a crew based on instruction and/or information given by the assigned Crew Leader.
7. Ability and willingness to work in any crew assigned.

CLASS 3 LABORER

Basic Function:

Under the direction of the Director, or Deputy Director, of Public Works, the Laborer works full-time in a crew. The Laborer works performing assigned tasks in all areas of Public Works responsibility.

Duties:

As assigned, works as crew member performing assigned tasks in all areas of Public Works responsibility. Operates all equipment and vehicles in performance of duties.

Qualifications:

1. Ability to follow instructions.
2. Ability to read and write at high school level.
3. Ability to operate equipment necessary to perform duties.
4. Required physical mobility to perform the assigned duties.
5. Ability and willingness to work harmoniously with others.
6. Ability and willingness to receive instruction and training from others.
7. Ability and willingness to work in any crew assigned.

CLASS 4 LABORER

Basic Function:

Under the direction of the Director, or Deputy Director, of Public Works, the Laborer works full-time in a crew. The Laborer works performing assigned tasks in all areas of Public Works responsibility.

Duties:

As assigned, works as crew member performing assigned tasks in all areas of Public Works responsibility. Learns to perform and complete duties, as well as work as an efficient and effective member of a crew.

Qualifications:

1. Satisfactory completion of a probationary period of 6 months.
2. Willingness to learn how to perform and complete assignments.
3. Ability to accept direction and instruction.

4. Ability to understand and follow direction and instruction.
5. Possession of a valid N.J. CDL with an endorsement for air brakes.
6. Required physical mobility to perform duties assigned.
7. A good work attitude and work ethic.

CLASS 1 MECHANIC

Basic Function:

Under the direction of the Director, or Deputy Director, of Public Works, the Mechanic works full-time performing duties which result in the repair and maintenance of all Township owned vehicles and equipment.

Duties:

As delegated by the Director, or Deputy Director, of Public Works, is responsible for the maintenance and repair of all Township owned vehicles and equipment, responsible to see that all vehicles and equipment stay in safe operating condition, set up preventive maintenance programs as needed for all vehicles and equipment, oversee the cleanliness and safe use of all Township owned vehicles and equipment and oversee the cleanliness of all repair areas.

Qualifications:

1. Ability to read and write at the high school level.
2. Ability to operate all Township equipment and vehicles.
3. Ability to make all types of repairs on the vehicles and equipment.
4. Ability to cut and weld metal.
5. Required physical mobility to perform duties of classification.

CLASS 2 MECHANIC

Basic Function:

Under direction of the Director, or Deputy Director, of Public Works, the Class 2

Mechanic works full-time assisting the Class 1 Mechanic in the repair and maintenance of all Township owned vehicles and equipment.

Duties:

As delegated by the Director, or Deputy Director, of Public Works, the Class 2 Mechanic is responsible to assist in the maintenance and repair of all Township owned vehicles and equipment.

Qualifications:

1. Ability to follow instructions.
2. Ability to read and write at high school level.
3. Ability to operate equipment necessary to perform duties.
4. Required physical mobility to perform the assigned duties.
5. Ability and willingness to work harmoniously with others.

ARTICLE 23 – ANNUAL REVIEW

Each employee may be evaluated by the Crew Leader and Deputy Director, jointly. Necessary copies of said evaluation shall be given to the employee and the Director.

Each employee shall be reviewed by the Director once a year based on any evaluation done by the Crew Leader and the Deputy Director jointly, and on the performance of the employee as observed by the Director to determine either eligibility for promotion or employment status for the following year. All promotions must be recommended to the Governing Body prior to the new budget year. Results of the annual review shall be discussed by the Director with the employee. The crew leader and/or Deputy Director can be involved in said discussion.

ARTICLE 24 – SALARY SCHEDULE

See Schedule #1

All employees will be placed on probationary status for a period of six (6) months. New employees will receive no benefits until the initial waiting period stipulated by the Township Insurance Carrier has elapsed.

After the six (6) month probationary period, the employee is entitled to a promotion into a Laborer position.

An employee must work in the Class 4 position for a period of six (6) months from the date of promotion into Class 4.

Sewer department employees who are required to be on standby will be compensated at a rate of \$200.00 per month. Standby may require the carrying of a beeper and 24 hour availability during the standby period.

ARTICLE 25 – MANAGEMENT RIGHTS

The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limitation, the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township and its properties and facilities. The management and control of the activities of its employees by utilizing personnel in the most appropriate and efficient manner as from time to time may be determined by the Township.
2. The determination of work schedules, shifts and number of employees needed for any particular task.
3. The determination of alternate, new or improved procedures, techniques, equipment and/or machinery to be utilized in the management and operation of the Township.
4. The hiring of all employees; the determination, subject to the provisions of the law, of the qualifications and conditions of continued employment or assignment, the promotion and/or transfer of employees.

5. The suspension, demotion, discharge or application of any other appropriate disciplinary action against an employee for just cause according to the law.
6. The laying off of an employee in the event of lack of work or lack of funds or under conditions where continuance of such work would be inefficient and/or non-productive.
7. To reserve the right to itself with regard to all other conditions of employment not so reserved and to make such changes as it deems desirable and necessary for the efficient and effective operation of the Township.
8. The exercise of the foregoing powers, rights authority, duties and responsibilities by the Township, the adoption of policies, rules, regulations and practices for furtherance thereof, and the use of judgment and discretion by the Township in connection therewith, shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and the United States.
9. Nothing contained herein shall be construed to deny or restrict the Township of any of its rights, responsibilities, and/or authority under N.J.S.A. 40:69A-115 et seq., or any other National, State or Local laws or Regulation.

SCHEDULE ONE – SALARIES

| <u>CLASSIFICATION</u> | | <u>2007</u> | <u>2008</u> | <u>2009</u> |
|-----------------------|-----------------|-------------|-------------|-------------|
| Class 1 Crew Leader | Sanitation Crew | 20.17 | 21.23 | 22.29 |
| | All Other Crews | 19.76 | 20.60 | 21.53 |
| Class 2 Laborer | Sanitation Crew | 18.92 | 19.92 | 20.92 |
| | All Other Crews | 18.72 | 19.52 | 20.40 |
| Class 3 Laborer | Sanitation Crew | 16.22 | 17.11 | 17.98 |
| | All Other Crews | 16.02 | 16.70 | 17.45 |
| Class 4 Laborer | Sanitation Crew | 14.24 | 15.05 | 15.83 |
| | All Other Crews | 14.04 | 14.64 | 15.30 |
| Class 1 Mechanic | | 21.84 | 22.77 | 23.79 |
| Class 2 Mechanic | | 18.72 | 19.52 | 20.40 |
| Starting Salary | | 13.50 | 14.00 | 14.50 |

Temporary Laborers will be paid \$12.00 per hour.

Additionally, each employee will receive a \$500.00 allotment in December of 2007, 2008 and 2009, provided the employee meets the required provision for lateness and eliminates the ten minute wash up period prior to lunch and the end of the day.

Any employee working in a crew with a different per hour pay rate for three (3) days or more in any given week, will assume the per hour pay rate of that crew for the given week.
 Any employee used as the permanent backup for the sanitation crew will receive the same rate as the sanitation crew per week.

SCHEDULE TWO

SICK DAY/PERSONAL DAY FORMULA

| <u>Sick Days Used</u> | <u>Add'l Personal Days</u> | <u>Accum. Sick Days</u> |
|-----------------------|----------------------------|-------------------------|
| 0 | 2 | 10 |
| 1 | 2 | 9 |
| 2 | 1 | 9 |
| 3 | 1 | 8 |
| 4 | 1 | 7 |
| 5 | 0 | 7 |
| 6 | 0 | 6 |
| 7 | 0 | 5 |
| 8 | 0 | 4 |
| 9 | 0 | 3 |
| 10 | 0 | 2 |
| 11 | 0 | 1 |
| 12 | 0 | 0 |

SCHEDULE THREE**SCHEDULE OF DISCIPLINE**

The following violations will result in the discipline action specified:

| NATURE | FIRST | SECOND | THIRD |
|---|------------------------|------------------------------------|------------------------------------|
| Abusing or damaging Township Property or the property of another employee | Written Warning | 1-Day Suspension Plus Costs | 3-Day Suspension Plus Costs |
| Smoking in an unauthorized area | Written Warning | Written Warning | 1-Day Suspension |
| Repeated failure to punch own time card | Written Warning | 1-Day Suspension | 3-Day Suspension |
| Gambling on Township property | Written Warning | 1-Day Suspension | 3-Day Suspension |
| Stopping work early before end of shift. | Written Warning | 1-Day Suspension | 3-Day Suspension |
| Creating scrap or poor quality work due to carelessness | Written Warning | 1-Day Suspension | 3-Day Suspension |
| Taking longer than allotted lunch time or taking unauthorized breaks | Written Warning | 1-Day Suspension | 3-Day Suspension |
| Creating or contributing to unsanitary conditions by poor housekeeping | Written Warning | 1-Day Suspension | 3-Day Suspension |
| Unauthorized soliciting on Township premises | Written Warning | 1-Day Suspension | 3-Day Suspension |
| Use of another employee's tools without permission | Written Warning | 1-Day Suspension | 3-Day Suspension |
| Failure to follow specified job instructions | Written Warning | 1-Day Suspension | 3-Day Suspension |
| Inability or unwillingness to work harmoniously with other employees | Written Warning | 1-Day Suspension | 3-Day Suspension |
| Failure to report or turn in tips | Written Warning | 1-Day Suspension | 3-Day Suspension |
| Failure to complete daily vehicle pre-trip inspection forms | Written Warning | 1-Day Suspension | 3-Day Suspension |
| Failure to clean and properly store tools and equipment resulting in excessive wear or loss of these items | Written Warning | 1-Day Suspension | 3-Day Suspension |

| | | | |
|---|--|-------------------------|-------------------------|
| Damaging or losing any part of uniform attire | Written Warning | 1-Day Suspension | 3-Day Suspension |
| Failure to follow SOP manual | Written Warning | 1-Day Suspension | 3-Day Suspension |
| Leaving the worksite or work during the shift without permission | 1-Day Suspension | 3-Day Suspension | 5-Day Suspension |
| Unauthorized operation of tools, machinery or vehicles | 1-Day Suspension | 3-Day Suspension | 5-Day Suspension |
| Insubordination by refusing a supervisor's direct order | 1-Day Suspension | 3-Day Suspension | Termination |
| Sleeping during work hours without authorization | 1-Day Suspension | 3-Day Suspension | Termination |
| Disregard of safety rules-Failure to wear safety or use safety equipment | 1-Day Suspension | 3-Day Suspension | Termination |
| Failure to maintain safety equipment | Replacement of Equipment at Employee's Expense | | |
| Restricting output | 1-Day Suspension | 3-Day Suspension | 5-Day Suspension |
| Intentionally punching another employee's time card or having one's own time card punched by another | 3-Day Suspension | 5-Day Suspension | Termination |
| Falsifying Township records | 3-Day Suspension | 5-Day Suspension | Termination |
| Engaging in horseplay during work hours | 3-Day Suspension | 5-Day Suspension | Termination |
| Reporting to work under the influence of alcohol or drugs | 5-Day Suspension & Rehabilitation* | Termination | |
| Drinking and/or using drugs during work hours | 5-Day Suspension & Rehabilitation | Termination | |
| Theft of property of the Township or another employee | Termination | | |
| Removal of township records or release of confidential information | Termination | | |
| Conduct unbecoming a Township Employee | Penalty at the discretion of the employer, based on the Severity of the offense | | |

*Refusal to participate in rehabilitation will result in termination.

All infractions shall be accrued for a one year period coinciding with the calendar year. Any employee accruing five (5) or more infractions shall be subject to a hearing before Mayor and Council to determine the status of his employment.

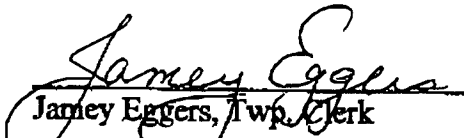
IN WITNESS THEREOF, the parties hereto have set their respective hands,

And seals this ____ day of _____, 200__.


Phyllis A. Magazzu, Mayor


Department Representative


Department Representative


Jamey Eggers, Twp. Clerk


Department Representative


Department Representative

This contract was approved in a Resolution adopted by the Berlin Township Mayor and Council at a meeting held on Monday, _____, 200__.