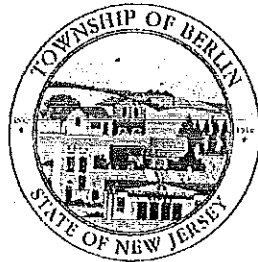


AGREEMENT BETWEEN
TOWNSHIP OF BERLIN, NEW JERSEY
AND
BERLIN TOWNSHIP DEPARTMENT OF PUBLIC WORKS
EMPLOYEE ASSOCIATION
FOR THE PERIOD OF
JANUARY 1, 2013 TO DECEMBER 31, 2015



PREAMBLE

This agreement made between the Township of Berlin, herein after referred to as the "Township", and Berlin Township Public Works Department Employees Association, hereinafter referred to as the "Association", has as its purpose the improvement and promotion of harmonious employer/employee relations between the parties, the establishment of equitable and peaceful procedures for the amicable resolution of all disputes and grievances, and the determination of wages, hours of work and other terms and conditions of employment.

ARTICLE 1- UNION RECOGNITION

The Township hereby recognizes the Berlin Township Public Works Department Employees Association as the sole and exclusive bargaining representative of the full time employees of the Berlin Township Public Works Department. Employees may elect up to two (2) Association representatives from amongst themselves. Said representatives may be present at any disciplinary or grievance hearing as provider for in Article 20.

ARTICLE 2- CONTRACT PERIOD

This agreement shall be in effect January 1, 2013 and shall remain in full force and effect until December 31, 2015.

ARTICLE 3- WORK SCHEDULE

The regularly scheduled work week shall consist of five (5) eight (8) hour days, Monday through Friday. The parties agree that the Director of Public Works and the Mayor will schedule the hours and have the sole discretion 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, including but not limited to the prior practice of wash up time. Employees shall have one fifteen (15) minute break during each four hour period of work. However, breaks shall not coincide with the beginning or end of a shift. Employees shall have a ten (10) minute wash up time before lunch and at the end of their shift.

ARTICLE 4- OVERTIME

Due to the Public Safety responsibilities of the Department, all employees must make themselves available for overtime, if needed. Overtime hours will be offered first by seniority to the employees qualified for the type of work to be done, then by seniority to the remaining employees. In the event that the entire seniority list is exhausted and there are not adequate employee volunteers to fill the needs of the Department, the Director shall assign overtime to qualified employees on an inverse seniority basis. Overtime refers to any time worked beyond the regularly scheduled forty (40) hour period starting

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.

Overtime 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 (48) hours in a given work week. 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 prorated 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 division.- For Vacation assignments the department shall be divided into two (2) divisions; one (1) division will consist of sanitation crew members (Wahl, Wheeler, Pease, Curtis, Shendock, Law, Weatherhead) and the other division shall consist of all other crew members and the mechanics (Carns, Winner, Townsend, Eisinger, Reed, McKay, McAllister) One person from each division will be permitted to take vacation, at any given time. A third person, from either division, will be permitted to take vacation at the same time as the other, above mentioned members. The granting of the third person will alternate between the two divisions, as they are requested.

Therefore, there will be no more than two members from either division and a maximum of three members from the Department will be on vacation, at any given time.

Requests for vacation and personal time for the months of November and December may only be submitted for those days, in which the above mention vacation slots are still open. If an individual has remaining vacation and personal days and has not used those days, due to the failure to request days within the prescribed request period and/or the days being blocked by the assignment of the remaining days to other employees, those remaining vacation and personal days will be relinquished by that employee, without any compensation to the employee.

The sewer members consist of F. Carns, R. Wheeler and T. McKay. Only one member of the sewer members can take vacation, at any given time. The person on Sewer call cannot take vacation while they are on call, unless on call arrangements are made with another sewer member and pre-approved by the Director.

The Mechanics are R. Eisinger and G. Reed. Only one mechanic can be on vacation, at any given 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 second half of the first calendar year of continuous employment, the employee shall receive five (5) days vacation.
- B. During the second, third and fourth calendar years of continuous employment, the employee shall receive ten (10) days vacation.
- C. During the fifth, sixth, and seventh calendar years of continuous employment, the employee shall receive twenty (15) days vacation.
- D. During the eighth, ninth, tenth and eleventh calendar years of continuous employment, the employee shall receive twenty (20) days vacation.
- E. During the twelfth calendar year of continuous employment and thereafter, the employees shall receive twenty-five (25) days vacation.

Employees, which are hired after January 1, 2013, shall be entitled to the following annual vacation period with pay.

- A. During the second half of the first calendar year of continuous employment, the employee shall receive five (5) days vacation.
- B. During the second, third, fourth and fifth calendar years of continuous employment, the employee shall receive ten (10) days vacation.
- C. During the sixth through fifteenth calendar years of continuous employment, the employee shall receive (15) days vacation.
- D. After the fifteenth calendar year of continuous employment, the employee shall receive twenty (20) days vacation.

ARTICLE 6 - SICK LEAVE

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 their own sickness or illness in the employee's immediate family.
- B. Unused sick leave shall be accumulated from year to year. 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. 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.
- D. An employee who does not expect to report to work because of personal illness or for any of the reasons set forth herein shall notify the Director of Public Works 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 situation, 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
- E. 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.
- F. Cases of excessive or long term absenteeism may be subject to discipline.
- G. 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, This written request must be approved by the Mayor and Council.

- H. A doctor's note will be required for a sick day if said sick day falls on the work day before or after a vacation day.
- I. During the months of November and December, at the discretion of the Director, a note, which has been prepared by a licensed physician, may be required for each sick day, which is taken during these two months.

ARTICLE 7 - CLOTHING ALLOWANCE

All employees are required to wear pre-approved uniforms, as part of their employment, at all times, during work hours. An allowance of \$600.00, on an annual basis, will be made, for the cost of the uniforms for each employee. The Township shall purchase all items at the time or times of the year, determined by the Township. Employees shall produce the worn item of clothing and boots, to be replaced, before placing an order with Public Works Director for the requested pieces of uniform. If approved by the Director, the Township will select and order the items, through the vendors which have been selected by the Township.

The uniforms shall consist of a maximum of each of the following items, if determined to be needed by the employee:

- a. Five (5) summer tee shirts
- b. Five (5) winter sweatshirts (hooded/non -hooded)
- c. Seven (7) pairs of pants (work, jeans)
- d. One (1) winter jacket
- e. One (1) pair of insulated overalls-every 24 months
- f. Two (2) sets of lightweight overalls for mechanic only
- g. Township authorized and approved work boots. A maximum of two pairs of work boots will be authorized, at a maximum expense of \$350.00, for each year. The \$350.00 maximum boot allowance is included in the overall \$600.00 allowance.

From May 1 to October 31, 2013, Township approved shorts may be worn in place of the uniform pants. After 2013, Township approved long pants must be worn by all employees.

Each employee shall keep an extra uniform, in his locker, at all times

Any employee reporting for work, out of uniform or without a full spare uniform, will be sent home to acquire a uniform and shall be docked for the respective time period, while out of work.

Each employee is solely responsible for the cleaning, maintenance and repair of their uniforms. All employees are required to wear clean, presentable and well maintained uniforms, each work day.

ARTICLE 8 - FUNERAL LEAVE

The Township shall grant a leave of absence, with pay, for a period not to exceed four (4) days 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 and including the day of death. 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, step parents, step siblings, brother – in – law, sister-in-law, mother-in-law, father-in-law and grandparents of the employee. The Township shall grant a leave of absence with pay for one (1) day to attend the funeral proceedings for a permanent employee who is excused from work because of death of his directly related Aunt or Uncle. 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 sole discretion.

ARTICLE 9 – INJURY LEAVE OF ABSENCE

Any employee who is injured, whether slight or severe, or involved in an accident 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, which 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. Employees shall be permitted to use accumulated sick leave in increments to supplement the difference between the amount received as Worker's Compensation benefits and his salary during the period of temporary disability. Accumulated sick leave used for this purpose shall be taken from the employee's current year allotment and then from accumulated banked 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 or is discharged from Workers Compensation for a work related injury and who cannot report for work even after his sick leave has been exhausted, will be directed to a Township appointed doctor to determine his condition and fitness to perform the essential functions of his job.

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 consideration, 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.

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 subject to the disciplinary procedures in this agreement and in the Disciplinary Schedule attached hereto. If demoted, the employee 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 Year's Day | ▪ Martin Luther King Day | ▪ President's Day |
| ▪ Good Friday | ▪ Easter | ▪ Memorial Day |
| ▪ Independence Day | ▪ Labor Day | ▪ Columbus Day |
| ▪ Veterans Day | ▪ Thanksgiving Day | ▪ Day After Thanksgiving |
| ▪ Christmas Day | ▪ Day after Christmas | |

Holidays, which fall 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 on those days. Failure to do so may result in a 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.

Four (4) 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 four (4) 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 provide a copy of the notice for service, immediately after receipt. The employee, who is required to serve Jury Duty shall receive their rate of pay provided they supply the Township with written proof from said Court for the time spent on Jury Duty. If the Courts do not direct the employee to serve jury duty on the stated date(s), the employee shall be present for work at the Public Works Department, that day.

ARTICLE 13- STRIKES AND LOCKOUTS

In addition to any other restriction under the law, the Association will not cause a strike or work stoppage of any kind, nor will the employees take part in any strike, intentionally slow the fate 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 of 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 part 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.

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 limited to violations of rules and regulations of the Township, which are adopted and are in full force and effect.

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. However, a grace period of five (5) minutes shall be permitted, provided that the use of the grace period shall not be used excessively. Any lateness beyond the grace period or following excessive use of the grace period 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 fifteen (15) minutes. Any time late during the first fifteen (15) minutes will result in a quarter hour deduction. Employee who has four (4) or more instances of lateness, after 6:00 a.m., in a calendar year period shall not be eligible to receive the monetary bonus, which is typically issued during December of each calendar year. Excessive lateness could result in termination of employment.

ARTICLE 19 – SCHEDULE OF DISCIPLINE

See Schedule Two

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 the Association 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 Association 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 Association 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 Association 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 Association 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

Association 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 Association 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 Association 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.

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

: 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.

: The Association Representative will notify the Governing Body, in writing, of the name of the employees who are designated by the Association Representative to represent employees under the grievance procedure. Employees so designated by the Association Representative will be permitted to confer with other employees and with the 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.

: The Township and the Association 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 full time Public Works 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 Association.

EMPLOYEES

All employees, while employed by the Township, are required to have a means of communication 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 and opening occurs.

All employees are required to have a Commercial Driver's License (CDL). 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. The cost, specifically, for the renewal of the CDL only
- D. Any additional endorsements required by the Township

In the case of permanent employees, a failure to obtain or maintain a CDL, 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, providing an opening exists.

The Federally mandated Department of Transportation 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 suspected to be under the influence of drugs or alcohol, while on duty, based on reasonable suspicion will be tested at the earliest possible time by the Testing firm designated by the Township. If results show anything other than a pure negative, the employee will be terminated, unless the positive test is the result of medically necessary medication which has previously been disclosed to the Director of Public Works.

Mechanics shall provide their own tools at their own expense. The Township shall supply those tools which are designed for use on Township vehicles and equipment. 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 expected that each employee shall perform all of the assigned tasks, in all areas of the Public Works Department. Each employee shall also be able to operate all equipment and vehicles, while performing the duties.

It is agreed that representatives of the Township and the Association 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 implied reserved by the Township.

Any individual, selected by the Director of Public Works to serve as the assistant to the 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- HEALTH BENEFITS

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, along with Family Dental and Prescription Plan. Health Plan information is available at the Township Clerk's Office. All employees shall contribute the percentage of their base salary toward the cost of their health insurance premiums, as established under the respective State Plan(s).

ARTICLE 23 -- PERFORMANCE OF PUBLIC WORKS TASKS BY OTHER PARTIES, OUTSIDE OF THE PUBLIC WORKS DEPARTMENT

It is acceptable for other parties to perform, the following public works tasks during and after normal business hours:

- a. Snow and ice removal, application of de-icing materials at the Berlin Township Municipal Building, Library, Senior Citizen Center and Fire House.

When determined to be an emergency condition, and all Public Works employees have been offered the opportunity to perform a Public Works task, it is permissible to have other parties to perform those tasks, which have not been covered by the Public Works employees.

ARTICLE 24 -- ANNUAL REVIEW

Each employee shall be evaluated by the Director, and on the performance of the employee as observed by the Director. Results of the annual review shall be discussed, by the Director, with the employee.

ARTICLE 25 – SALARY SCHEDULE

For the term of this agreement, employee rates of pay shall be increased by 2%, annually, from the salary in 2012, effective January 1, 2013 to December 31, 2015.

All new 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 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 for any month in which they are assigned. Payment for standby service will be made, at the end of the month of service. Standby duty shall require the carrying of a communication device and 24 hour availability during the standby period.

ARTICLE -26 -- LAYOFF AND RECALL

- A. In the event it becomes necessary to lay off for reasons of economy and efficiency, temporary, seasonal, hourly and part time employees shall be laid off first in that order, and then full time employees shall be laid off in the inverse order of their seniority.
- B. In the event an employee is scheduled to be laid off and there exists a vacant position in another title, regardless of salary, and the employee has the proven ability and can meet the qualifications, Township seniority shall prevail in assigning such employees scheduled to be laid off under the terms of the position.
- C. Five (5) working days' written notice of layoff shall be given to the affected employees where such notice is economically feasible, except in cases of emergency. The Township reserves the right to pay one (1) week severance pay in lieu of five (5) days' notice. The employee may exercise his right to file for COBRA benefits.
- D. For purposes of this Article, working days shall be defined as Monday through Friday, irrespective of whether the employee worked the day(s) or not.
- E. Laid off employees on the recall list will be offered, in seniority order, the right of recall to any position within his job classification. The employee must accept employment if the recall is the same job held at the time of layoff.
- F. The laid off employee will remain on recall list for twelve (12) months from the date of layoff. There will be a seventy-two (72) hour mandatory response and return to recall, excluding

weekends and holidays, following receipt of notification. Notification will be made via certified and regular mail to the last known address that was furnished by the employee.

ARTICLE 27 - 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

CLASSIFICATION 2013, 2014 and 2015

		2013	2014	2015
Class 1 Crew Leader	Sanitation Crew	\$23.65	\$24.13	\$24.61
	All Other Crews	\$22.85	\$23.30	\$23.77
Class 2 Laborer	Sanitation Crew	\$22.21	\$22.65	\$23.10
	All Other Crews	\$21.65	\$22.09	\$22.53
Class 3 Laborer	Sanitation Crew	\$19.08	\$19.47	\$19.86
	All Other Crews	\$18.52	\$18.89	\$19.27
Class 4 Laborer	Sanitation Crew	\$16.80	\$17.14	\$17.48
	All Other Crews	\$16.24	\$16.56	\$16.89
Class 1 Mechanic		\$25.26	\$25.76	\$26.28
Class 2 Mechanic		\$21.64	\$22.08	\$22.52
Starting Salary		\$15.30	\$15.61	\$15.92

Temporary Laborers will be paid the following hourly rates: \$12.24 in 2013, \$12.48 in 2014 and \$12.73 in 2015

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

Any employee working in a crew with a higher per hour pay rate for three (3) days or more, in any given week, will receive the higher per hour pay rate of that crew for that given week. If an employee is working in a crew with a lesser per hour rate, their pay rate will not be reduced to the pay rate for that crew.

Any employee used as the permanent backup for the sanitation crew will receive the same rate as the sanitation crew per week.

If a position is eliminated, which an employee is serving, and that employee is assigned to another position, that employee will receive the hourly rate for the newly assigned position. If no position is available, employment for that employee will be terminated.

SCHEDULE TWO- SCHEDULE OF DISCIPLINE

The following will result in the discipline action specified:

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

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Failure to wear the required uniform attire	Written Warning	Suspension	Suspension	Termination
Failure to follow SOP manual	Written Warning	1-Day Suspension	3-Day Suspension	Up to Termination
Leaving the worksite or work during the shift without permission	1-Day Suspension	5- Day suspension	15- Day Suspension	Up to Termination
Unauthorized operation of tools, machinery and vehicles	1-Day Suspension	3- Day suspension	5- Day Suspension	Up to Termination
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 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	Up to Termination
Intentionally punching another employee's time card or having one's own time card punched by another	1-Day Suspension	3- Day suspension	Termination	
Engaging in horseplay during work hours	1-Day Suspension	3- Day suspension	Termination	
Reporting to work under the influence of alcohol or drugs	Termination			
Drinking and/or using drugs during work hours	Termination			
Failure to place waste and recyclables containers, in an orderly manner, directly behind the curb; throwing said containers after emptied by the employee	1- Day Suspension	3- Day Suspension	5 Day Suspension	Up to Termination
Theft of property of the Township or another employee*	Termination			
Stopping home or other unauthorized places, during work hours, without authorization	1- Day Suspension	3- Day Suspension	5- Day Suspension	Up to Termination

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Use of cellular phones and other communications devices for personal/ private use, during work hours, while operating Township vehicles and equipment and/ or while performing Township duties	1- Day Suspension	3- Day Suspension	5- Day Suspension	Up to Termination
Smoking inside Township buildings and vehicles	Written Warning	1- Day Suspension	3- Day Suspension	Up to Termination
Failure to perform Job Site Observation and respective reporting, when directed by the Director or assistant	Written Warning	1- Day Suspension	3- Day Suspension	Up to 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			

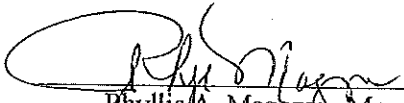
* includes solid waste, recyclable materials, bulky waste, electronics, etc., which have been placed curbside for collection by the Township

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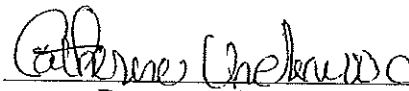
IN WITNESS THEREOF, the parties hereto have set their respective hands,

And seals this 21 day of December, 2012

For the Township of Berlin:



Phyllis A. Magazza, Mayor
(Signature)

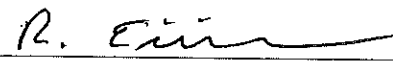


Catherine Chekwood
Department Representative
(Signature)

For the Berlin Township Department of Public Works Employees:

ROBERT W. WEISINGER

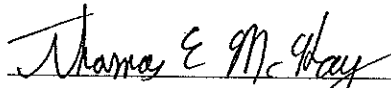
Department Representative – (Print Name)



(Signature)

Thomas E McKay

Department Representative – (Print Name)



(Signature)

This contract was approved in a Resolution adopted by the Berlin Township Mayor and Council, at a meeting held on ~~Monday~~ ^{Thursday}, December 20, 2012