

**AGREEMENT BETWEEN**  
**TOWNSHIP OF BERLIN, NEW JERSEY**  
**AND**  
**COMMUNICATION WORKERS OF AMERICA, LOCAL 1040**

## PREAMBLE

This agreement made between the Township of Berlin, hereinafter referred to as the "Township", and Local 1040 of the Communications Workers of America, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the improvement and promotion of harmonious employer / employee relations between the parties and its employees represented by the Union, 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 Union as the exclusive majority representative for all full time employees assigned to the Berlin Township Public Works Department within the meaning of the New Jersey State Employer / Employee Relations Act, NJSA 34:13-1.1 *et seq.*

A Local 1040 representative shall be permitted to enter the premises of the Township with one (1) full working day prior notice to discuss Union business and to represent the interests of bargaining unit employees at grievance meetings and disciplinary hearings.

Bargaining unit employees may elect a Shop Steward and alternate Shop Steward for the purposes of representation during matters affecting the employment of unit employees such as grievance meetings and disciplinary hearings.

## ARTICLE 2 -CONTRACT PERIOD

This agreement shall be in effect January 1, 2010 and shall remain in full force and effect until December 31, 2011.

## 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, including but not limited to the prior practice of wash up time. Employees shall have one fifteen (15) minute break during the 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 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 1/2) 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 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 division. 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. The Department shall be divided into two (2) divisions: one division will be made up of sanitation crew members and the other division shall be made up of all other crew members and mechanics. This process will be carried out for any and all holiday weeks when more than one employee in the same division 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.

Employees hired after the signing of the agreement 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, through tenth calendar years following the employee's date of hire, the employee shall receive (15) days vacation.
- D. After the fifteenth calendar year following the employee's date of hire, 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 self 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 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.
- 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 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 pre-approved uniforms as part of their employment. An allowance of \$600 will be made for the cost of the uniforms for each employee. The Township shall purchase the tee shirts, sweatshirts and jacket. The cost for these items shall be taken from the allowance. The Township shall reimburse employees for uniform purchases not to exceed the remainder of the allowance, after the purchases by the Township (inclusive of \$250 boot allowance) on an annual basis. Said uniforms will consist of:

- A. Five summer tee shirts.
- B. Five winter sweatshirts (hooded/non-hooded).
- C. Seven pair of jeans.
- D. One jacket.

From May 1 through October 31, shorts may be worn in place of uniform pants. Employees shall keep an extra uniform in the Department at all times. Any employee reporting for work out of uniform or without a spare 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.

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 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 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 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. 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, 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 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 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.

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 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 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 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

### **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.

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 the 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 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 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 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 Union 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 employee with copy to the Union, in writing, within three (3) working days.

STEP 2: If the grievance still remains unadjusted, it shall be presented by the Union 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 Union or employee and respond in writing to the employee, or the Union, within ten (10) working days.

STEP 3: If the grievance remains unsettled, the Union may within fifteen (15) working days after the reply from the Governing Body to proceed to arbitration. A request for arbitration shall be made by the Union 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 Union 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 Union within seven (7) working days after notice has been given. If the parties fail to agree upon an arbitrator, the assignment of an arbitrator shall be requested by either or both parties from the Public Employee Relations Committee to provide a panel of arbitrators. 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: Expense for the arbitration services and the proceedings under STEP 4 shall be borne equally by the Governing Body and the Union. 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 6: The Union will notify the Governing Body in writing of the name of the employees who are designated by the Union to represent employees under the grievance procedure. Employees so designated by the Union 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 7: The Township and the Union 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). 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 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 the test 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 to the Union 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 Union 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 –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 a Family Dental and Prescription Plan. Health Plan information is available at the Township Clerk's Office. Effective May 22, 2010, all employees shall contribute 1.5% of their base salary toward the cost of their health insurance premiums

#### **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.

#### **ARTICLE 23-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 24 -SALARY SCHEDULE**

For the term of this agreement, employee rates of pay shall be increased by 2% effective January 1, 2011.

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 for any month in which they are assigned. Standby duty shall require the carrying of a communication device and 24 hour availability during the standby period.

#### **ARTICLE 25 –LAYOFF AND RECALL**

- A. In the event it become 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 and the Union 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 26 -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.

## ARTICLE 27 – DUES AND REPRESENTATION FEES

- A. The Township agrees to deduct Union dues from the salaries of its employees. Subject to the Agreement, such deductions shall be made in compliance with N.J.S.A. 34:13A-1 *et seq.* and members shall be eligible to withdraw such authority during January and July of each year as prescribed by law.
- B. The deductions of full dues shall be made only for each employee who individually requests, in writing, that such deductions be made.
- C. The Employer further agrees to deduct, in accordance with P.L. 1979, Chapter 477, as it relates to the Agency Shop provisions, from the pay of each employee covered by the Agreement who does not furnish a written authorization for deduction of Union dues, a representation fee equal to 85% of the Union dues, as may be certified to the Township by the Union at least thirty (30) days prior to the month in which the deduction of dues is to be made, commencing ninety (90) days after the date of hire of such employee. However, in the event of rehire, such dues shall commence after thirty (30) days of rehire.
- D. The amounts to be deducted shall be certified to the Township by the Union and aggregate deduction of all employees shall be remitted to the Union, c/o Communications Workers of America, Secretary / Treasurer, 501 third Street, N.W., Washington, DC 20001-2797, by the tenth (10th) day of the month following the calendar month in which said deductions are made, together with a list of names and the amount of the deduction.
- E. The Union shall indemnify, defend and hold the Township harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Township in reliance upon official notification of the letterhead of the Union of such deductions.

**SCHEDULE ONE - SALARIES**

**CLASSIFICATION 2007 2008 2009**

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 - SCHEDULE OF DISCIPLINE**

The following violations will result in the discipline action specified:

<b>NATURE</b>	<b>FIRST</b>	<b>SECOND</b>	<b>THIRD</b>	<b>FOURTH</b>
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	1-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	Written	1-Day	3-Day	Up to




tips	Warning	Suspension	Suspension	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
Part of uniform attire	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 or 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 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	Up to Termination
Intentionally punching another employee's time card or having one's own time card punched by another	1-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	Termination			
Drinking and/or using drugs during work hours	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			

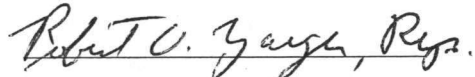
IN WITNESS THEREOF, the parties hereto have set their respective hands,

And seals this 11<sup>th</sup> day of April, 2001.

  
Phyllis A. Magazzu, Mayor

  
Department Representative

  
Department Representative

  
Union Representative

  
Sr. Staff Representative

This contract was approved in a Resolution adopted by the Berlin Township Mayor and Council at a meeting held on Monday, April 11, 2001.

Catherine Underwood RMC.