

December 8, 2019

AGREEMENT

BETWEEN

THE TOWNSHIP OF BERKELEY HEIGHTS

AND

TEAMSTERS LOCAL UNION NO. 469

OFFICE WORKERS UNIT
(WHITE COLLAR / POLICE COMMUNICATIONS)

JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

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COLLECTIVE BARGAINING AGREEMENT between the TOWNSHIP OF BERKELEY HEIGHTS and TEAMSTERS LOCAL UNION NO. 469 for the OFFICE WORKERS UNIT (White Collar/Police Communication) effective for the period January 1, 2019 to December 31, 2021.

TOWNSHIP OF BERKELEY HEIGHTS – OFFICE WORKERS

This Agreement made this ____ day of _____ between the Township of Berkeley Heights (hereinafter the “Township”) and Teamsters Local Union No. 469 (hereinafter “Union”), represents the complete and final understanding and settlement by the parties of all negotiable issues which were the subject of collective negotiations in connection with the bargaining unit known as the Office Workers Unit (White Collar/Police Communications).

ARTICLE I - PREAMBLE

A. This Agreement, effective as of the first day of January, 2019, by and between the Township of Berkeley Heights, a municipal corporation of the State of New Jersey, hereinafter referred to as the “Township” or the “Employer”, and Teamsters Local 469, hereinafter referred to as the “Union”, is designed to maintain and promote a harmonious relationship between the Township and those of its employees who are within the provisions of this Agreement, through collective negotiations in order that a more efficient and progressive public service may be rendered.

B. When used in this Agreement, the terms “Employee” or “Employees” refer to all persons represented by the Union in regard to this Agreement, unless otherwise indicated.

C. When used in this agreement, the masculine gender also refers to the feminine gender.

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D. When used in this Agreement, the terms “work day”, “tour of duty” or “shift” are interchangeable.

E. Nothing contained in this Agreement shall alter the authority conferred by law, ordinance, resolution, administrative code or statute upon any Township Official or in any way abridge or reduce such authority. This Agreement shall be construed as requiring Township Officials to follow the terms contained herein, to the extent that they are applicable in the exercise of the responsibilities conferred upon them by law. Nothing contained herein shall be construed to deny or restrict any employee such rights as he or she may have under any other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

F. If any provisions of this Agreement or any application of this Agreement is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

G. The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify, existing applicable provisions of state and local laws except as such particular provisions of this contract modify existing local laws.

ARTICLE II - EMBODIMENT OF AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were subject to negotiations.

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

C. Whenever an act is required under this Agreement to be done or performed within a specific period of time, Saturdays, Sundays and holidays shall be excluded in the computation of such period unless otherwise noted.

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D. This Agreement is subject to the provisions of any state law and regulation which shall prevail, however, only if they are inconsistent with this Agreement and compliance with same is mandatory rather than permissive or discretionary.

ARTICLE III – RECOGNITION AND SCOPE

A. Pursuant to the Certification of Representation issued on May 13, 1996 by the Public Employment Relations Commission in Docket No. RO-96-96, the Township recognizes the Union as the sole and exclusive representative for the purpose of collective negotiations with respect to terms and conditions of employment of all non-supervisory white-collar employees of the Township. Excluded are all employees represented in other negotiations units, Municipal Clerk, Supervisor – Department of Public Works, Social Services Director, Recreation Director, Confidential Secretary, Assistant Finance Officer, Assistant Tax Collector, Assistant DPW Director, Assistant Engineer, supervisors, managerial executives, confidential employees, craft employees, professionals, firefighters and police.

B. Pursuant to the Certification of Representation issued on April 5, 2004 by the Public Employment Relations Commission in Docket No. RO-2004-067, all regularly employed Communications Officers are added to the above described unit excluding managerial executives, confidential employees, supervisors, craft professional, police and casual employees and all other employees employed by the Township.

ARTICLE IV - NON-DISCRIMINATION, NON-COERCION

A. The Township and the Union agree that the provisions of this Agreement shall be applied equally to all employees and there shall be no discrimination against any employee or Township Official on account, or by reason, of age, race, religion, national origin, sex, family status, marital status, sexual orientation or any other class protected by law.

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B. Neither the Township nor the Union shall interfere with, restrain or coerce any employees in the exercise of their right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from any such activity.

C. The Union shall be responsible for representing the interest of all unit employees without discrimination and without regard to employee organization membership.

ARTICLE V – DEDUCTION OF EMPLOYEE ORGANIZATION DUES

A. Pursuant to N.J.S.A. 52:14-15.9e, whenever any unit employee shall indicate in writing to the proper disbursing officer of the Township his or her desire to have any deductions made from his or her compensation for the purpose of paying the employee's dues to the Union, such disbursing officer shall make such deduction from the compensation of such employee and shall transmit the sum so deducted to the Union. Written authorization shall be filed with both the Treasurer's Officer and the Executive Assistant - Administration and may be withdrawn by the employee at any time by filing a withdrawal in the same offices and with the Union at least twenty-one (21) days prior to its effective date. The filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed with the Township and served to the Union.

B. If during the life of this Agreement there should be any change in the rate of dues, the Union shall furnish to the Township, thirty (30) days prior to the effective date of such change, written notice thereof, and the Township shall make the requested deductions.

C. The Union will provide the necessary deduction forms and will secure the signatures of its members on the forms and deliver the signed forms to the Township. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits and other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon the deduction authorization form submitted by the Union.

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ARTICLE VI - MANAGEMENT RIGHTS

The Township shall retain all rights of management resulting from ownership or pertaining to its operation, except as such rights are limited or modified by the provisions of this Agreement. These rights shall include, but not be limited to, the right to create additional positions, merge positions, and determine the initial pay level to be offered to any new employee whether or not the positions for which the employee is being hired was previously filled by a member of the unit.

ARTICLE VII – NOTIFICATION TO THE UNION

A. The Township will notify the Union in writing of all promotions, demotions, transfers, suspensions and discharges.

B. Upon prior written request, the Township will provide the Union with an updated list of covered employees showing name, address, classification, last four (4) digits of Social Security number and rate of pay once every year.

C. The Township will notify the Union of additions and deletions to the payroll of covered employees as they occur.

ARTICLE VIII - SUPERVISORY EMPLOYEES

A. Supervisory employees excluded from the Agreement shall be permitted to perform bargaining unit work in the following instances:

1. To instruct or train employee(s).
2. Demonstrate equipment, methods or procedures.
3. Emergencies as defined by Township Administration or the Director of the Office of emergency Management.

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4. Circumstances where qualified or regular employee(s) do not make themselves available for work or cannot perform the work.
5. To do experimental work on a new job.
6. In all other cases where a bargaining unit employee is not displaced by such assignment of such Supervisory Employee. Such work performance is not intended to deny overtime work to the employees covered by this Agreement.

ARTICLE IX - POSTING AND PROMOTIONS

All new and vacant positions covered by the collective bargaining Agreement will be posted on the Union bulletin board for a period of ten (10) working days. The Township reserves the right to post for vacant positions outside of the bargaining unit during this period. An employee applying for such vacancy shall make the request in writing, signed as appropriate, to the Township Administrator, or his or her designee, within the posting period. Such requests shall be subject to each of the following conditions:

1. Preference to fill job vacancies will be given to qualified bargaining unit employees before hiring a new employee.
2. The Township, at its sole discretion, shall decide whether a bargaining unit employee is qualified for the vacancy. In addition, the Township shall decide, at its sole discretion, whether or not an outside individual is more qualified.
3. The most qualified senior employee who bids for a vacant position will may receive a trial period. The trial period will be for a period of not less than ten (10) working days. For the purposes of this Article a working day will consist of a minimum of seven (7) or twelve (12) hours of work, depending on the position.
4. The maximum trial period for a successful bidder will be ninety (90) working days.

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5. At the conclusion of the trial period, the employee will either be returned to his or her former position or will receive appointment to the higher position.

6. However, the Township reserves the right to terminate the trial period between the tenth (10th) and ninetieth (90th) working day and return the employee to his or her former position in the event the Township in its sole discretion believes that the employee is not qualified to do the job, provided such discretion is not exercised arbitrarily.

7. The Union and the employee will be kept advised of the progress made in learning the new assignment. The Employer will give the employee assistance to successfully meet the requirements of the job. If the employee fails to successfully meet these requirements within the probationary period, the employee shall be returned to his or her former position and shall assume seniority and pay as though the employee had not left his or her old position.

8. In the event that the vacant position requires any certification issued by the state of New Jersey, the Township may deny the application unless the employee possesses the necessary certification(s) or can secure same within any grace period established by statute. The Township reserves the right to deny the applicant should the Township not wish to wait any grace period.

9. This provision does not require the Township to create any new positions and does not limit, in any way, the right of the Township to eliminate job positions at its sole discretion or refuse to allow an employee to hold more than one position covered by this agreement at the same time except as provided herein.

ARTICLE X - PROBATIONARY PERIOD

A. All newly hired employees shall serve a probationary period of at least one hundred-twenty (120) calendar days (4 months), and for a maximum of 180 days (6 months). After 120 days, Township may choose to end probation for an employee at any time after a

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satisfactory performance review. A copy of the Supervisor's recommendation/review shall be copied to the Union Representative. During this probationary period, the Township reserves the right to terminate a probationary employee for any reason. Such termination shall not have recourse through the Grievance and Arbitration provisions of this Agreement.

ARTICLE XI – LAYOFF AND RECALL

A. Whenever there is a lack of work requiring a reduction in the number of employees in a department of the Township, the required reductions shall be made in such job classifications as the Township may designate in consultation with the department head. Employees shall be laid off in the reverse order of their length of service. All probationary employees shall be laid off before any permanent employees. Each employee so affected shall be given a minimum of thirty (30) days notice.

B. A laid off employee shall have preference for re-employment for a period of twelve months (12) months.

C. Notice for re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee.

ARTICLE XII - HOURS OF WORK

A. The standard work week for employees covered by this Agreement is seven (7) hours of work each day and thirty-five (35) hours of work each week, Monday through Friday, unless otherwise specified (Communications Workers). There shall be no split shifts.

1. The standard work day for employees covered by this Agreement, except as specified elsewhere, shall be from:

All Departments, – 8:30 a.m. to 4:00 p.m., Monday-Friday

2. Summer hours for all employees, other than COs, shall be as follows.

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From Memorial Day up to and including Labor Day, Monday through Thursday 8:00 a.m. to 4:00 p.m. and Friday 8:00 a.m. to 1:00 p.m. with no lunch period.

(Each weekday shall be considered one day of work regardless of the number of hours that the municipal offices are open.)

B. The work day includes an unpaid lunch period of one-half (1/2) hour and two fifteen-minute paid breaks each day, except as set forth above.

C. The Union and the Township agree that it may be necessary to require an employee to work beyond the standard work week. Authorized overtime from thirty-five (35) hours to forty (40) hours in a regular week shall be compensated at regular pay rates. Overtime beyond forty (40) hours in a work week may be authorized by the Department Head or his or her designee and such overtime shall be compensated at the rate of one and one-half (1 1/2X) times the employees prevailing hourly rate of pay, or employee shall earn comp time (at the discretion of the Township Administrator and employee), in the following instances:

1. All hours spent in the service of the Township in excess of forty (40) hours regular work week.
2. All hours spent in the service of the Township on any Saturday.
3. All hours spent in the service of the employer prior to the scheduled starting time provided an employee has worked his or her regular scheduled hours of work for that day.
4. Whenever it becomes necessary for employees to return to work after regular hours, or report to work on either a Saturday, Sunday or a Holiday, such employees shall receive a minimum of one (1) hour of work at the appropriate overtime rates. Should such employees be required to work beyond one (1) hour but less than two (2) hours, such employees shall receive a minimum of two (2) hours work at the appropriate overtime rates. In such event, the employees will be required to remain at work for the one (1) or two (2) hour period or be available for and respond to call-outs during that period. The duration of any subsequent call-out will be

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considered continuing time (as opposed to a separate call-out subject to an additional one (1) or two (2) hour guarantee). The one (1) or two (2)-hour guarantee mentioned above shall be considered hours worked for the purpose of this Agreement. The foregoing provisions regarding call-outs do not apply to early call-ins within a two (2)-hour period prior to the employees' normal starting time.

5. Two times the hourly rate of pay for all hours spent in the service of the Township on any Holiday, as listed in the Holiday Article.

6. Two times the hourly rate of pay for all hours spent in the service of the Township on any Sunday. This shall also apply to COs for non-scheduled Sundays.

7. The Township agrees to guarantee each full-time employee a minimum of seven (7) hours work or pay in lieu thereof, each day, Monday through Friday except as modified by summer hours unless otherwise specified for the position.

8. The Township agrees not to require any employee to take time off to compensate for time worked in excess of seven (7) hours in a work day or thirty-five (35) hours in a work week.

9. If the employee is allowed compensatory time off in lieu of payment and elects to use such time, it must be used in the year accrued, provided, however, that any time accrued in the last calendar quarter may be carried over to the first calendar quarter of the following year.

10. Request for payment for over time shall be made in the following pay period.

D. The Township and the Union recognize that there are certain positions including, but not limited to, Planning Board Secretary, Board of Adjustment Secretary, and Board of Health Secretary which require attendance at meetings outside of the normal work hours of the Township and which may result in work hours exceeding those stated above. It is the intention of the parties, to the extent allowed by law, that the salary increases applied to those positions are inclusive of the overtime that would otherwise be paid for such

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attendance to the extent of including all regularly scheduled meetings of the Board or body but that overtime shall be paid or compensatory time granted, if applicable, for meetings other than those regularly scheduled or required by the normal activities of the Board.

Communication Officers Hours of Work:

Hours-of work for Communications Officers ("COs") shall be as follows:

a. The workday for COs shall be twelve (12) hours in accordance with the current practice. Twelve (12)-hour employees shall be scheduled to work four (4) consecutive days on duty and four (4) consecutive days off duty.

b. Each CO shall be entitled to a paid thirty (30)-minute meal period each shift. In addition, each CO shall be entitled to two (2) fifteen (15)-minute breaks per shift. Since meal and breaks are paid time, COs shall not be compensated for a missed meal or break period.

c. For working four (4) days on and four (4) days off, each CO who works twelve (12)-hour shifts shall receive compensation for one hundred and ten (110) hours per year at a rate of time-and-one-half (1.5x) (i.e. 165 hours) as follows: Beginning January 2006 and each year thereafter, Each CO will be credited with fifty-five (55) hours of compensatory time in January and fifty-five (55) hours of compensatory time in July. In addition, each CO will receive compensation for fifty-five (55) hours at his or her hourly rate to be paid in equal amounts over the 24 annual pay periods. Compensation for these 55 hours is not pensionable. In the year 2020, this compensation will be prorated upon separation from the township.

d. A CO held fifteen minutes past the conclusion of his or her shift shall be compensated at time-and-one-half for a minimum of one (1) hour maximum of two (2) hours or the actual time worked, whichever is greater.

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e. Any CO who works on or during a period that the CO is not regularly scheduled to work, excluding switching shifts, shall be compensated at time-and-one-half (1.5x) for the entire time worked.

f. When a CO shift needs to be filled, the Township will offer the additional work to the fulltime COs before calling out per diems or fulltime officers to work.

g. Any CO who works on or during one of the fourteen (14) holidays, that the CO is not regularly scheduled to work, shall be compensated at double time (2x) for the entire time worked.

h. Any CO who works on a Sunday outside of his/her normal schedule shall be compensated at double time (2x) for the entire time worked.

ARTICLE XIII - MATRON & CROSSING GUARD DUTIES

The Township will offer the Matron call-outs to qualified, certified fulltime employees performing these services before calling in the part-time or per diem employees.

When a full-time employee performs matron duties or crossing duties, he/she shall be eligible to receive compensatory time or to be paid out for such duties performed. This time shall be in the amount of 1 hour and 20 minutes for every hour worked (equivalent of \$40/hour). On Sundays, this amount shall be double time (2x).

ARTICLE XIV – RATES OF PAY

See Schedules A and B attached to the back of the Agreement. Schedule A-applies to all other employees. Schedule B applies to the COs.

ARTICLE XV - LICENSES & CERTIFICATIONS:

In the event any employee receives a license issued by the State of New Jersey or another official entity that is specific to their job title, or earns any other certification specific to that job title - and approved by the Township - that employee, in addition to all other

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compensation provided for herein shall receive a salary increase. All employees are eligible to earn and maintain multiple certifications and/or licenses.

Employees must get approval from the department head and Township to seek any license/certification. The town has 30 business days to respond to an employee's request of qualification. Upon completion/attainment of any license/certification, the employee must provide a copy of said license/certification to the Department Head and the Township; it will be kept in the employee's file. Once the township receives this official acknowledgment of completion, the established pay increase commensurate with that license, will be added to employee's pay within 30 days of certification and/or approval from Township.

The town shall pay for all fees and school tuition for any employee getting these certifications/licenses. If classes or tests are taken during work hours, the town shall excuse the employee with pay.

Employees receiving certification/license payments shall be required to maintain said certifications/licenses as a condition of receiving this salary increase, in some cases, as a condition of continued employment. Proof of certification may be required. Should any employee receiving a license payment fail to maintain said license, the Township shall remove the payment from base salary. Certifications and licenses will be added to employee's pay within 30 days of certification and/or approval from Township.

For the year 2019, the 3% pay increase will be added on to the total base for any employee salary - base salary includes promotions and discretionary certifications and/or licenses; for subsequent years, a 2% increase plus \$2,000 will be added to the employee's salary.

ARTICLE XVI – PAYDAY

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A. Employees will be paid twenty four (24) pay periods per year. Checks will be distributed during working hours.

B. When payday falls on a holiday, employees will be paid on the day preceding the holiday.

ARTICLE XVII – HOLIDAYS

A. Full-time employees shall receive regular pay for the following holidays not worked:

- | | |
|------------------------|--------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King Day | Veteran's Day |
| Lincoln's Birthday* | Thanksgiving Day |
| Day after Thanksgiving | President's Days |
| Good Friday | Christmas Eve (half day) |
| Memorial Day | Christmas Day |
| Independence Day | |
| Labor Day | |

*Floating Holiday Lincoln's birthday with no more than 25% of the workforce out on either day.

B. When any of the above holidays falls on a Saturday, it will be observed on the previous Friday. When any of the above holidays falls on a Sunday, it will be observed on the following Monday.

C. If any of the above holidays falls during a regularly scheduled vacation period, an additional day of vacation will be allowed.

D. If an employee calls out sick either the day before, or the day after a Holiday and said sick day was not previously approved, the said holiday, and any holiday that falls during an employee's sickness, will not be credited as a holiday but as part of his or her sick benefits if he or she is so entitled. Township may choose to credit the employee with said

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holiday if a doctor's note provides sufficient explanation of employee's absence. Said doctor's note should be submitted the day employee returns to work.

E. Any Floating Holidays granted shall be in accordance with the personal day guidelines.

F. Upon written request from the designated Union representative the Township may, by Resolution, designate the floating holiday to be used on a particular day, in which event all employees in the unit shall be deemed to have selected such day.

ARTICLE XVIII – BEREAVEMENT LEAVE

Each permanent full-time employee shall be entitled to the bereavement leave with pay for the death of certain family members in accordance with the following schedule:

1. From the day of death until the day of burial (but not to exceed three (3) days) in the case of the death of his or her: grandparent; parent; spouse; child; sibling; father-in-law; mother-in-law; son-in-law; daughter-in-law; brother-in-law; sister-in-law; step father; step mother; step brother; step sister or grandchild.
2. On the day of burial in the case of the death of his or her: uncle; aunt; nephew; niece; or cousin of the first degree.
3. Upon approval by the Township Administrator or his or her designee, an extension of up to two (2) days may be granted when the deceased is buried in a location outside the State of New Jersey and the employee would be unable to return in time for the normal work day. The Township may require proof of location.

ARTICLE XIX – ABSENCE WITH PAY - SICK LEAVE

Sick leave with pay is a grant rather than a right of employment and is provided to aid the employee in time of illness. Sick leave with pay is authorized for permanent full-time

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employees in the event of a bona fide illness or a physical disability of the employee or for the care of a loved one. Subject to the following limitations:

1. As of the effective date of this Agreement, each unit employee shall be credited with his or her accumulated unused sick leave.
2. Sick leave with pay shall be cumulative. At the end of each calendar year, the employee shall file his or her employee record card with the Executive Assistant - Administration. Any unused sick leave shall be credited to the employee for the next year.
3. Each employee shall be credited with an additional three (3) days' sick leave as of January 1 of each year and an additional one (1) day per month thereafter at the end of each month worked throughout the year.
4. New employees will begin accruing sick days upon completion of the probationary period and attainment of permanent full-time status. The employee will accrue one (1) day per month for the remainder of the current calendar year. As of January 1 of the first full calendar year, the employee will accrue sick days in accordance with this Article.
5. Employees shall immediately notify their department head or supervisor on each occasion of absence due to sickness or disability and must remain available for telephone contact with said department head or supervisor. The Township, at its option, may require suitable medical verification of the sickness or disability affecting the employee's ability to perform his or her work.
6. No employee shall receive sick pay for any absence in excess of three (3) consecutive working days unless proof of illness from an attending physician has been submitted to the Township. The Township reserves the right to have the employee examined by a physician of its choosing at any time and to be certified to be fit for duty prior to return to work.

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7. Sick leave with pay shall not be allowed in any case where the employee fails to properly execute numbers 5 through 7 above as needed.

8. No employee shall receive or expect to receive payment for sick days upon retirement or separation from the Township.

9. A “day” of sick leave shall be charged for any day the employee is absent for illness that the Township offices are open whether or not they remain open for seven hours. With the approval of the Department Head, an employee reporting for work and leaving because of illness before the end of the day may be charged with only one-half (1/2) sick day.

10. Sick time buy back schedule shall be as follows:

Sick Leave Days Used		Days to be Sold Back @ 90%
5		0
4		3
3		4
2		5

11. Sick time buy back shall be eliminated for all employees hired after January 1, 2014.

12. Effective January 1, 2019, a sick leave incentive program shall be implemented and shall be as follows:

- If an employee does not use any sick time during each quarter of the calendar year, he/she will be entitled to a \$250 payment for every quarter.
- Sick time records shall be maintained by the Township Administration; sick time shall be reported to the Administration by appropriate Department representatives.

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ARTICLE XX - PERSONAL DAYS & ADMINISTRATIVE LEAVE:

- A. Personal Days for Communication Officers shall be provided in accordance with the Township Code. It is understood that for all Communications Officers, a Personal Day shall mean twelve (12) hours of leave.

Personal Days for all other permanent full-time employees shall be three (3) day's leave with pay during any calendar year. Personal Days shall be used for personal business including religious observances. Requests for personal days must be approved in advance by the department head. Personal Days shall not be cumulative. Newly hired employees, once having attained permanent full-time status, shall be entitled to one (1) personal day for every four (4) months worked for a maximum of three (3) personal days during a calendar year.

- B. For good and sufficient cause, the Township may grant an employee up to three (3) days a year of administrative leave, which may be used to deal with a personal or family crisis. An employee shall request administrative leave from the Department head, in writing, and explain the circumstances. Approval for leave must be obtained by the Township Administrator. Leave requests shall be considered personnel matters and, therefore, confidential. Denial of administrative leave shall not be grievable. The Township may request verification of information in support of the employee's request.

ARTICLE XXI – ABSENCE WITHOUT PAY

- A. Upon application made to the department head and upon approval of the Township Administrator or his or her designee, for good cause shown, a permanent full-time or permanent part-time employee may receive a leave of absence without pay for a period not to exceed six (6) consecutive months. Approved leave shall not constitute a break in service, provided, however, that employee benefits shall be suspended for the duration of

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the leave in excess of thirty (30) consecutive days. Employees may, however, choose to preserve employee benefits for the duration of any approved leave in excess of said thirty (30) consecutive days by paying to the Township, in advance, the cost to the Township of said employee health benefits for the period of approved leave which will exceed thirty (30) consecutive days but not greater than one hundred eighty (180) consecutive days. In order to preserve life insurance coverage under the Public Employee’s Retirement System, a leave of absence may be obtained for up to two (2) years pursuant to the Public Employee’s Retirement System rules and regulations.

B. The provisions of the Family Leave Act as adopted by the Township by Ordinance shall be incorporated herein by reference. The provisions of COBRA shall also be incorporated herein by reference.

ARTICLE XXII: VACATIONS

A. Full-time employees shall receive for continuous service the following annual vacation with pay:

<u>Completed Service (Years)</u>	<u>Vacation (Days)</u>
<u>30+</u>	<u>28 work days</u>
<u>25</u>	<u>26 work day</u>
<u>20</u>	<u>24 work days</u>
<u>15</u>	<u>23 work days</u>
<u>10</u>	<u>20 work days</u>
<u>5</u>	<u>15 work days</u>
<u>1</u>	<u>10 work days</u>

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C. First Year of Employment - Annual vacation time shall be earned at the rate of one (1) working day for each month of service completed, not to exceed six (6) days in the first partial year of employment, after the probationary period has ended. Beginning in January following your initial year of employment, employee is eligible for ten (10) vacation days.

D. Vacation entitlement shall be based on the employee's anniversary date of employment, and awarded in allotments based on the chart above. Vacation may be scheduled throughout the calendar year and shall be taken in full weeks unless otherwise approved by the Department Head. Vacation shall be awarded subject to the Township's approval. Vacation shall be taken in the calendar year earned. Unused vacation, not to exceed five (5) working days, may be carried forward to be used in the next succeeding calendar year only.

E. Vacation time shall be reported to the Administrator's Office by said employee with the Department Head's notation of approval prior to taking such vacation time.

F. In the event the Township offices do not open, or close, unexpectedly - due to snow or other emergency or situation - and the employee is on a scheduled vacation, the employee shall still be charged with the vacation day. If an employee is on a scheduled vacation day and is called into work for an emergency, they shall be credited that vacation day.

G. In the event of separation from the Township, an employee's vacation entitlement shall be pro-rated based on time served. Once an employee gives their two-week notice of separation from the Township, he/she can take a maximum of three (3) of the vacation days accrued. If an employee desires to take more than those 3 days, and he/she gives no more than two weeks' notice, those remaining days will be taken out of their last paycheck.

ARTICLE XXIII: INSURANCE BENEFITS

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A. The Township, shall provide to all permanent fulltime Union employees, their spouse and eligible dependents, but not including survivors, group hospital and group major medical insurance on the effective dates of this Agreement as follows:

1. The Township shall offer base medical coverage to Union employees substantially similar to the POS Plan provided under the parties' 2013-2018 Agreement. The Township may also offer such other medical plans at its sole discretion.

2. Employees shall contribute towards the cost of healthcare in an amount determined in accordance with Section 39 of P.L. 2001, c. 78 commensurate with Tier 4 of the former Section 39 of P.L. 2001 c 78.

3. In the event the Township offers a plan with a cost greater than the POS Plan referenced in Paragraph A.1., any employee electing such plan shall pay, in addition to payment specified in Paragraph A.2, the difference in cost per month to the Township based on their coverage.

4. Dental coverage substantially similar to the coverage provided under the terms of the parties' 2013 through 2018 Agreement. Any employee electing dental coverage shall contribute to the cost of such coverage in an amount determined in accordance with Section 39 of P.L. 2001, c. 78.

5. Any employee electing to receive vision coverage offered by the Township shall contribute to the cost of such coverage in an amount determined in accordance with Section 39 of P.L. 2001, c. 78.

B. The Township shall continue to pay the entire cost of the premiums for the group benefits as described in paragraph A.1. above for those eligible employees, first hired by the Township prior to January 1, 1999, as eligible in accordance with Tier 4 of the former section 39 of P.L. 2001 c 78, who:

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1. Retire from Township service with twenty-five (25) years or more service credit in the Public Employee's Retirement System and at least twenty-five (25) years of service with the Township, including the premiums on their dependents, if any, but not including survivors; or

2. Have attained the age of sixty-two (62) and who have served the Township for a continuous period of fifteen (15) years and have been eligible for continuous medical coverage during that time, including the premiums on their dependents, if any, but not including survivors.

C. Employees hired prior to January 1, 1999 who retire at age sixty (60) or above and have completed ten (10) or more years in the Public Employee's Retirement System have the option of continuing their health insurance for themselves and their dependents, if any, but not including survivors, by paying the cost of the insurance and a two percent (2%) administrative fee.

D. Survivors benefits shall be terminated within two (2) months after the death of the eligible retired employee or in accordance with the health insurance policy that affects the survivors. Survivors shall notify the Executive Assistant – Administration of the death of the eligible retired employee not more than thirty (30) days after such death. In the event notice is not given within such thirty (30) day period the Survivor shall be billed and shall be obligated to pay to the Township any premium costs to be paid by the Township for coverage beyond two (2) months after the date of death arising from the failure to give timely notice.

E. Group Life Insurance benefits for eligible employees referred to in paragraph A above, who have completed two (2) months service and are active employees at the time of enrollment, shall be provided, at the expense of the Township, term life insurance in the amount of two thousand dollars (\$2,000).

F. The Township shall, in its sole discretion, select the carrier(s) to provide the benefits as set forth herein and shall be free to change carriers at any time, so long as such benefits are substantially similar to the current plan.

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G. The Township shall have the right, at any time, to increase any deductibles or co-insurance payments provided that the Township indemnify and hold the employees harmless from any increased cost or expenses to the employees from such change.

ARTICLE XXIV - JURY DUTY

Any permanent full-time employee on jury duty shall receive the rate of pay as determined by law.

ARTICLE XXV – TERMINAL LEAVE

No member of the bargaining unit shall be entitled to receive from the Township any terminal leave after retirement from employment regardless of length of service with the Township or the terms and conditions of any present or past ordinance or contractual agreement. The elimination of terminal leave for all unit members has been specifically bargained for by the parties.

ARTICLE XXVI - MILITARY LEAVE

Military leaves of absence shall be granted in accordance with Federal and State law relating to military leave and reappointment rights.

ARTICLE XXVII – JOB-CONNECTED DISABILITY

In the event of an absence of an employee due to a job-connected disability classified by law as compensable, said employee shall be entitled to the following benefits from the Township, upon proper investigation and authentication by a physician selected by the Township.

A. During his or her absence the employee shall be paid the difference between his or her regular salary on the date of his or her injury and the amount paid to him or

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her by worker's compensation insurance, for a period not to exceed forty-five (45) working days from the date of his or her injury or to the termination of his or her disability, whichever first occurs.

B. For absences exceeding a period of forty-five (45) working days from the date of his or her injury the employee shall be paid the difference between the worker's compensation insurance payments received by him or her and one-half (1/2) his or her regular salary for a period not to exceed one (1) calendar year from the date of initial disability or to the termination of the disability, whichever first occurs.

C. The Township reserves the right to have any employee claiming a job connected disability examined by and treated by a physician selected the Township. Such employee shall not be returned to work except upon certification as being fit for duty by said examiner.

ARTICLE XXVIII – DISCHARGE OR SUSPENSION

A. The Township shall not discharge or suspend any Employee without just cause. The Township must notify the employee in writing of his or her discharge or suspension and the reason therefore within five (5) working days after such discharge or suspension. Such written notice shall also be given to the Shop Steward within five (5) working days from the time of the discharge or suspension. All other discipline shall be issued within five (5) working days of the incident occurring, unless mitigating circumstances (i.e., police investigation) prevents it.

B. A discharged or suspended employee must notify his or her Local Union in writing within five (5) working days after receiving notification of such action against him or her to appeal the discharge or suspension.

C. Notice of appeal from discharge or suspension must be made to the Township in writing within five (5) working days from the date of notification of discharge and/or suspension.

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The appeal shall be heard beginning with Step One of the Grievance and Arbitration provisions of this Agreement.

D. Should it be proven that no cause existed to discharge or suspend the employee, he or she shall be fully reinstated in his or her position and compensated at his or her usual rate of pay for lost work opportunity.

E. Reprimands against any employee's record that are over twenty-four (24) months old may, upon written request to the Township Administrator, be forgiven and the employee's record shall be wiped clean.

ARTICLE XXIX: GRIEVANCE PROCEDURE

A. A Grievance is hereby defined as any controversy arising over the interpretation or enforcement of the terms and conditions of employment and the terms and conditions of this Agreement, and may be raised by an employee, group of employees or the Union on behalf of an employee or group of employees (hereinafter the employee, a group of employees, or the Union acting on behalf of the employee or group of employees shall be labeled as the "Grievant") or the Township. All Grievances shall be in writing and in a form agreeable to the Township and Union.

B. Except for Grievances filed by the Township which shall proceed directly to Step 3 upon five (5) days notice to the Union, there shall be three (3) steps in the grievance procedure as set forth below:

1. STEP 1: The Grievance shall be taken up first with the Department Head, or his or her designee, in an effort to resolve the matter within five (5) working days from the occurrence of the event or the date upon which the Grievant should have known of the event. For these purposes, for COs, the Department Head shall be the Police Chief; for White Collar employees, that Department Head shall be the Township Administrator. Failure to file a written Grievance with the Department Head or his or her designee within this five (5) day period shall forever bar the Grievance. The Department Head, or his or her designee, shall have five (5) days of being advised

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of the Grievance within which to respond with his or her decision in writing to the Grievant with a copy to the Union representative.

2. STEP 2: If, as a result of Step One, the Department Head, or his or her designee, is not able to resolve the matter within the five (5) days after receiving the written statement of the Grievance, or if the Department Head or his or her designee, does not respond within five (5) days, or if the Grievant is not satisfied with the Department Head or his or her designee's response, the Grievance may proceed to Step Two. If the Grievant or Union intends to move the matter to Step Two, he or she or it must file a written statement within five (5) days of the Department Head or his or her designee's decision at Step One with the Township Administrator notifying him or her that the Grievance was not resolved at Step One and that the Grievant wishes to move the matter to Step Two. Failure to so notify within said five (5) day period shall forever bar the Grievance. At Step Two, the Township Administrator or his or her designee shall meet with the Union within five (5) days after receiving a written statement from the Grievant or Union that the Grievance was not resolved at Step One. The Township Administrator or his or her designee shall render a written decision within fifteen (15) days after the meeting. The Township Administrator or his or her designee shall send a copy of the written decision to the Grievant with a copy to the Union representative and to the Township Council.

3. STEP 3: If the matter is not resolved at Step Two to the satisfaction of the Grievant, or if no written decision is received within the fifteen (15) days (which shall be treated as an inability to resolve the Grievance), the Union within an additional thirty (30) days from the date the Step Two decision was rendered, may submit the Grievance or any portion of the Grievance to binding arbitration as set forth in Paragraphs (a) and (b) below. If the Township is the party filing the Grievance, it may proceed directly to Step 3 by following the steps set forth below on five (5) days notice to the Union.

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a. A written request shall be made to the New Jersey Public Employment Relations Commission (“PERC”), with a copy being sent to the other party that the Grievance has not been resolved to the satisfaction of a party and the submitting party is requesting that PERC appoint an arbitrator. The arbitrator shall be selected pursuant to the procedures of PERC.

b. The rules and procedures of PERC shall be followed by the arbitrator. The arbitrator shall be limited to issues presented and shall have no power to add to, subtract from, or modify any of the terms of this Agreement or to establish or change any wage rate. The decision shall be binding and final upon the Grievant(s), the Union and the Township. Any fees or administrative charges for arbitration shall be borne equally. Witness fees and other expenses shall be borne by the party incurring such expenses. Nothing herein shall permit an individual employee or group of employees to submit a grievance to Step Three.

In the event an employee believes that he or she is aggrieved by being required to perform work outside that covered by the bargaining unit, the employee shall nevertheless perform such work, but may grieve the matter thereafter.

REQUIREMENTS FOR COMMUNICATIONS OFFICERS:

Communications Officers are subject to the Rules and Regulations and Standard Operating Procedures of the Township Police Department. It is understood that Communications Officers will continue to perform duties as have been assigned in the past in addition to communication functions.

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ARTICLE XXX: NO STRIKE PLEDGE

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A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting on its behalf will cause, authorize, condone or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for work,

December 8, 2019

or willful absence of any employee from his or her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), any work stoppage, slowdown or walkout. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, work stoppage, slowdown or other job action, it is covenanted and agreed that participation in any such activity by any employee covered by this Agreement shall be grounds for disciplinary action which may include suspension or termination.

C. The Union will actively discourage any of its members or persons acting on their behalf from taking part in any strike, slowdown or job action, and will make reasonable efforts to prevent such illegal action.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such administrative or judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both in the event of such breach by the Union, its members or any person acting on its behalf.

ARTICLE XXXI: SAFETY

A. The Employer shall not require, direct or assign any employee to work under unsafe or hazardous conditions. The employee upon discovering an unsafe or hazardous condition will immediately tell the supervisor. The supervisor will either determine or advise how the work can be performed safely or will stop the work.

B. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because it is not mechanically sound or properly equipped shall be appropriately tagged so that it cannot be used by other drivers until the maintenance department has adjusted the complaint.

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C. Employees are required to adhere to all POSHA requirements.

D. Employees who violate the safety rules may be subject to disciplinary action.

ARTICLE XXXII: JOB STEWARDS

A. The Township recognizes the right of the Union to designate one (1) job steward and one (1) alternate for the Office Workers. The authority of the job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining Agreement;

2. The collection of dues when authorized by the appropriate Local Union action;

3. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:

a. have been reduced to writing, or

b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods or any other interference with the Township's business.

B. Job stewards and alternates have no authority to take, or authorize the taking of, strike action, or any other action interrupting the Township's business. The Township shall not hold the Union liable for any unauthorized acts of its job stewards and their alternates. The Township in so recognizing such limitations shall have the authority to impose proper disciplinary measures, including discharge, in the event the shop steward has taken an unauthorized strike, slowdown, or work stoppage action in violation of this Agreement. Stewards shall be permitted to reasonably investigate, present and process grievances on or off the property of the Township, without loss of time or pay. Reasonable time spent in

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handling grievances shall be considered working hours in computing daily and/or weekly overtime. The Union will cooperate in keeping such time at a reasonable level.

ARTICLE XXXIII: INSPECTION PRIVILEGES

Providing prior notice is given to the Township Administrator or his or her designee, authorized agents of the Union shall have access to the Township establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Township's work schedule.

ARTICLE XXXIV: UNION BULLETIN BOARD

The Employer agrees to provide a bulletin board of the Office Workers Unit (White Collar/Police Communications) in a conspicuous place in each facility where employees report to work. Postings by the Union on such bulletin boards are to be confined to official business of the Union.

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ARTICLE XXXV: POLITICAL ACTIVITY

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Employees shall be prohibited from engaging in any political activities during working hours or on Township property or with Township material or equipment.

ARTICLE XXXVI: UNIFORMS

The Township shall arrange through a vendor approved by the Chief of Police for each newly hired Communications Officer to receive, free of charge, the following uniform items at a cost not to exceed \$500.00 (five hundred dollars): two (2) long-sleeve shirts, two (2) short-sleeve shirts, two (2) pair of trousers, one (1) pair of shoes, and one (1) belt.

Annually, in January of each year, the Township shall arrange through a vendor approved by the Chief of Police for each Communications Officer to receive, free of charge,

December 8, 2019

replacements for unserviceable uniform items only at a cost not to exceed \$350.00 (three hundred and fifty dollars). A newly hired employee is not entitled to this benefit in the year following his or her year of hire, unless hired before June.

Any Communications Officer whose employment terminates less than 12 months after receiving uniform items from the Township shall reimburse the Township for the amount the Township expended for such uniform items.

Communications Officers are responsible for keeping these articles of clothing maintained. When reporting to work, articles of clothing will be clean and presentable. Ripped or torn clothing, clothing that does not conform to the uniform requirements, etc. will not be allowed. Violations of the uniform requirements shall be subject to disciplinary action.

ARTICLE XXXVII: OTHER EMPLOYMENT

No employee shall engage in or accept private employment with, or render services for, any private person or interest or become associated with any person, firm, partnership or corporation which has business transactions with the Township or any agency of the Township if such employment or service interferes with his or her duties to the Township or would impair his or her independence of judgment or action in the performance of his or her duties.

Employees of the Township performing outside work or work for other employees of the Township beyond the scope of this Agreement may be required to cease such activity if, in the opinion of the Township in the exercise of its sole discretion such outside work unduly interferes with or prevents the employee from properly performing or responding to his or her duties for the Township.

ARTICLE XXXVIII: SEPARABILITY AND SAVINGS

If any section, subsection, paragraph, sentence, clause, or phrase of this Agreement shall be held to be invalid or unenforceable by operation of law or by a court or administrative agency of competent and final jurisdiction, the remainder of the provisions of this

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Agreement shall not be affected thereby but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable as indicated above, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses so as to cure such defect.

ARTICLE XXXVIX: TERM AND RENEWAL

The term of this Agreement shall be from January 1, 2019 through December 31, 2021 and from year to year thereafter, subject to a written notice from either party to the other of a desire to change or amend this Agreement. To be effective, such written notice must be received by the other party by no later than sixty (60) days prior to the expiration of the Agreement. Upon the expiration of this Agreement, during subsequent negotiations, and until a new agreement is executed, all of the terms and conditions of this Agreement shall remain in effect.

ARTICLE XXXX: SALARIES

The members of the bargaining unit shall receive those salaries set forth in Schedule A and Schedule B to this Agreement for the periods specified. Such schedule reflects certain adjustments agreed to during negotiations of this Agreement.

ARTICLE XXXXI: INCONSISTENT ORDINANCES

In the event that any present or future Township Ordinances or provisions of the Administrative Code, when applied to any employee subject to the terms and conditions of this Agreement, are inconsistent with any present or future terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

ARTICLE XXXXII: RETROACTIVITY

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Increases to hourly rates of pay under this Agreement are retroactive for the period of this Agreement beginning January 1, 2019, for only employees employed at the time of signing of this agreement. Any employee hired in 2019 is not eligible for the percentage increase given to all other employees for that year.

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SIGNATURE PAGE:

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the dates set forth next to their signatures.

Township of Berkeley Heights

December 8, 2019

DATE: _____, 2019

BY: _____

Angie Devanney, Mayor

DATE: _____, 2019

BY: _____

Eugenia Poulos, Chief Financial Officer

Teamsters Local Union #469

DATE: _____, 2019

BY: _____

DATE: _____, 2019

BY: _____

DATE: _____, 2019

BY: _____

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SCHEDULE A
SALARY RANGES

Title/Name	Range
Engineering Secretary	40,000-60,000
Planning/Zoning Board/Engineering Secretary	40,000-60,000
Construction Secretary	40,000-60,000

**TACO/Construction/Zoning Secretary	40,000-60,000
Sewer/DPW/Board of Health Secretary	40,000-60,000
Records & Body Camera Clerk	40,000-60,000
Administrative Assistant (Construction/Zoning/Engineering)	40,000-60,000

(**TACO = *Technical Assistant to the Construction Official*)

When Records Clerk performs matron duties or crossing duties, she shall be eligible to receive compensatory time or to be paid out for such duties performed. This time shall be in the amount of 1 hour and 20 minutes for every hour worked (equivalent of \$40/hour).

SALARY INCREASES

In addition to employee’s base salary, they following increases will be made to the base for these positions:

NOTE: *These are one-time salary increase that will be applied to employees’ salaries in 2019 ONLY, as a permanent salary increase for the life of this contract. The one exception is the TACO; that salary increase will begin January 1, 2020, after certification is obtained. Salary increases for these positions in the future will be determined in the next contract.*

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2019

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Planning Board Secretary & Board of Adjustment Secretary <i>(needs certification)</i>	\$3,500
Technical Assistant to the Construction Official (TACO) <i>(need certification)</i> <i>-to be added to TACO’s salary beginning in 2020</i>	\$2,500
Board of Health Secretary	\$1,500

Body Camera Records Secretary	\$1,500
-------------------------------	---------

In addition, above secretaries shall earn compensatory time for attending night meetings as needed; comp time must be taken as such, and will not be paid out. Comp time must be approved by the Township Administrator.

SALARY INCREASES

The Union and the Township agree to the following yearly salary increases for the above employees:

***Note: The following employees only will receive a 3% increase in 2019: Jackie Testa and Connie Valenti. All other union members began their employment in 2019 and are not eligible for this increase until 2020.*

2019	2018 base salary + stipends + 3% increase
2020	2019 base salary + stipends + 2% increase + \$750
2021	2020 base salary + stipend + 2% increase + \$1,000

***Any future employee in this union will only be eligible for the regular % increase the first full year of his/her employment, not for the initial partial year.*

SCHEDULE B
COMMUNICATIONS OFFICERS

The Communication Officers Base Salary Schedule shall be as follows:

- Year 1 of employment: \$32,000 (+holiday pay)
- Year 2 of employment: \$33,000 (+holiday pay)
- Year 3 of employment: \$34,000 (+holiday pay)

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Year 4 of employment: \$35,000 (+holiday pay)

Title/Name	1/1/2019	1/1/2020	1/1/2021
Christian Ciullo	33,000	34,000	35,000
Clay Hubinger	32,000	33,000	34,000
New Hire	32,000	33,000	34,000

All Police Communications salaries require the addition of the Holiday Pay for a total salary and hourly amount, as described below.

Each CO shall receive fourteen (14) paid holidays a year, which will be paid out using the following formula: 14 holidays x 12 hours per holiday = 168 hours at regular time. Payment for holidays worked shall be made at the rate of one and one-half (1-½) days pay per holiday, using the following formula (84 hours of holidays worked per dispatcher x 1.5 hours). This compensation for holidays worked shall not be considered part of the CO's base rate of pay but shall be included as part of the CO's base pay when making pension contributions.

Time-and-a-half paid for holidays worked will be added to base pay in lieu of overtime. If an employee works a holiday that he/she was not previously scheduled to work, he/she shall receive double time (2x) for that holiday worked.

Communication Workers who work the night shift shall also earn an extra 5% (Ex: \$1,600 for a salary of \$32,000) on top of their yearly base pay.

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Furlough Days – Upon retirement of all employees affected by the Furloughing Process of 2010, each employee will be paid 25% of the current amount (in 2010) equal to each furlough day.

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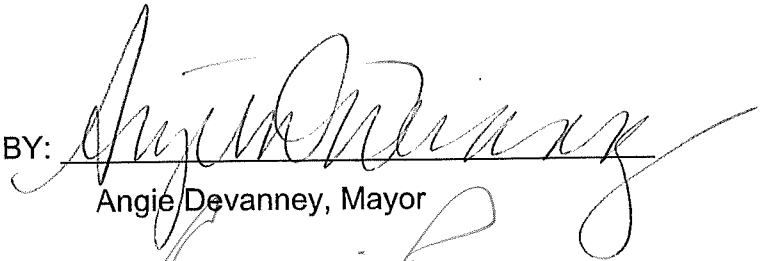
December 8, 2019

SIGNATURE PAGE:

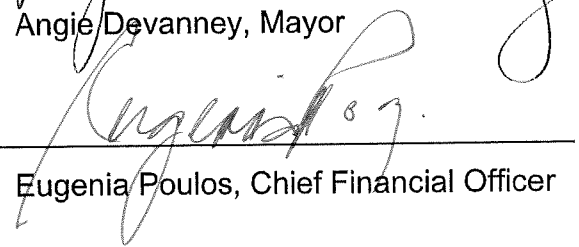
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the dates set forth next to their signatures.

Township of Berkeley Heights

DATE: 1/16/20, 2019


BY: 
Angie Devanney, Mayor

DATE: 1/17, 2020

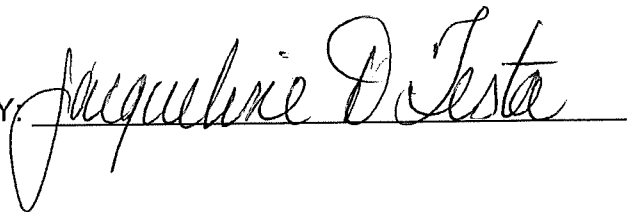
BY: 
Eugenia Poulos, Chief Financial Officer

Teamsters Local Union #469

DATE: 1-6-20, 2019

BY: 

DATE: 1/10/20, 2019

BY: 

DATE: _____, 2019

BY: _____

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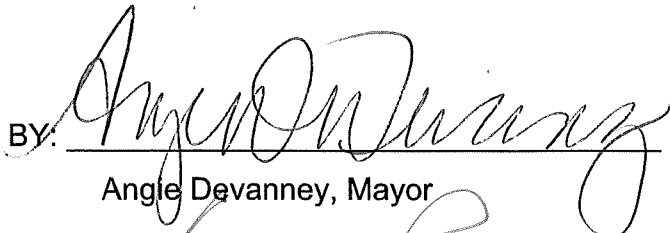
December 8, 2019

SIGNATURE PAGE:

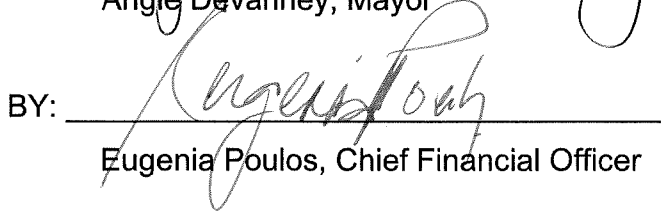
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the dates set forth next to their signatures.

Township of Berkeley Heights

DATE: 1/16/20, 2019

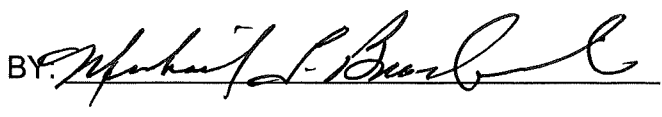
BY: 
Angie Devanney, Mayor

DATE: 1/17/2020, 2019

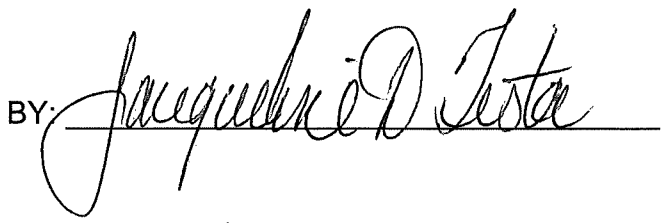
BY: 
Eugenia Poulos, Chief Financial Officer

Teamsters Local Union #469

DATE: 1-6-20²⁰²⁰, 2019

BY: 

DATE: 1/10/20, 2019

BY: 

DATE: 1/10/2020, 2019

BY: 

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**Communication Workers Sidebar Agreement
December 2019**

This agreement stipulates that each Communications Officer who is a member of the Teamsters Local No. 469, shall receive a one-time payout of \$7,500 if he/she continues their full-time employment with the Township of Berkeley Heights until the Township dissolves its Dispatch services.

It is understood by all CO members of Teamsters Local No. 469 that, as of December 2019, the Township of Berkeley Heights, has entered into a Shared Service Agreement for Dispatch Services. As of the signing of this agreement, the date of which this Shared Service Agreement will be put into full force has not yet been specified, but is expected in Spring 2020. Until such time when the Berkeley Heights dispatch operations are to be dissolved, the Township recognizes the importance of retaining full employment of its current Communications Officers.

Therefore, the Township will offer this \$7,500 incentive to all COs who continue their service to the Township until such a time when local Dispatch services are no longer needed. This payment shall be given to all full-time COs employed by the Township as of December 1, 2019, and who remain in the Township's employment as a CO until Berkeley Heights dispatch operations are fully dissolved. These COs are: Clay Hubinger and Christian Ciullo.

RECEIVED

JAN 21 2020

TWP. CLERK

