

CONTRACT AGREEMENT

BETWEEN

BOROUGH OF BERLIN

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO
DISTRICT COUNCIL 71
LOCAL 3303-0**

JANUARY 1, 2005 – DECEMBER 31, 2008

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PREAMBLE

This Agreement, effective January 1, 2005, is entered into between the Borough of Berlin, hereinafter referred to as the "Borough" and Local 3303-0, which local is affiliated with District Council 71 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called the "Union".

WHEREAS, the parties hereby desire to establish the standards and hours of labor, rates of pay, and other conditions under which the employees classified herein shall work for the Employer during the term of this agreement and thereby promote a relationship between the parties hereto providing for more harmonious cooperation and mutual benefits,

NOW, THEREFORE, in consideration of the performance in good faith by both parties, individually and collectively, of the terms and conditions of this Agreement, and intending to be legally bound thereby, the parties agree to and with each other as follows:

ARTICLE I - RECOGNITION

A. The Borough recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages and other conditions of employment for all of its employees specified in Article XVI of this Agreement entitled, "Rates of Pay" and for any other applicable newly created positions.

ARTICLE II - CONTRACT PERIOD

A. This Agreement shall be effective on January 1, 2005 and shall remain in full

force and effect until December 31, 2008. Negotiations on a successor contract shall commence on or about October 30, 2008, upon written notice by one party to the other at least sixty (60) days prior to the expiration date of the Agreement.

B. This Agreement shall remain in full force and effect during the period of negotiations for a successor agreement,

ARTICLE III - HOURS OF WORK

A. The normal workweek shall consist of five (5) consecutive days from Monday through Friday, inclusive. The normal workday for the Custodian of Public Buildings Employee shall be eight (8) hours for each 24-hour period and the workweek for said department shall be forty (40) hours. All other designated full time office personnel shall work thirty-seven and one-half (37.5) hours per week. In accordance with Article VIII, no employee shall be entitled to overtime unless said employee works more than a regular hour workweek.

B. The regular starting or quitting time will not be changed without reasonable notice to the affected employee and the Union without first having discussed such change and the need for same with the Local Union Representative.

C. All employees covered by this Agreement shall receive compensation predicated on the appropriate hourly rate for their title, multiplied by the actual number of hours worked. Eligible vacation time or personal time shall be considered working hours for the purposes of this section.

D. Employees shall receive an hour unpaid lunch to be scheduled by the Employer. The policy for work breaks shall be consistent with existing conditions at the time of the

execution of this contract.

ARTICLE IV - DUES DEDUCTION

A. The Borough agrees to deduct the monthly Union dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the employer, by the Union and the aggregate deductions from all employees shall be remitted to the Office of District Council 71, together with a list of the names of all employees for whom the deductions were made by the month after such deductions were made.

B. Employees covered by this Agreement may only request deduction for the payment of dues to the duly certified majority representative named herein.

C. The effective date of a termination of dues deduction to the majority representative shall be as of July 1, next succeeding the date on which the notice of withdrawal is filed with the employer.

D. It is understood and agreed upon the signing of this Agreement that provisions of the Agency Shop concept established by the passage and signing of the Amendments and Supplements to the "New Jersey Employer - Employee Relations Act" (N.J.S.A. 34:13A-1, et seq.) shall take effect.

E. Those employees of the Borough of Berlin that are in the bargaining unit on the effective date of this Agreement, who do not join the Union within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment, within the unit, shall as a condition of employment, pay a representation fee to the Union by automatic

payroll deduction.

F. The representation fee shall be in the amount equal to eighty-five percent (85%) of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at anytime to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement, so long as the Union remains the majority representative of the employees in the unit.

G. The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision. The Union shall intervene in, and defend any administration of court litigation concerning this provision. In any such litigation, the employer shall have no obligation to defend this provision. The Union agrees to supply the employer with proof of liability insurance, which would cover the Employer in the event litigation is instituted as a result of the Employers compliance with this section.

ARTICLE V - HIRING EMPLOYEES

- A. The Employer shall have the right to hire new employees from any source.
- B. Every new employee shall be on probation for a period of six months (6).
- C. If, after documented problems with any employee have been accumulated, the

Borough has the right to re-open a probationary period.

An employee appointed as permanent employee shall serve a six (6) month probationary period. The purpose is to enable the Borough to evaluate the employees work performance in order to determine whether the employee merits permanent status. In the event an employee does not receive a permanent appointment, the employee shall be notified in writing of the discontinuation of their services, The Council may dismiss an employee at any time during the probationary period.

ARTICLE VI - GRIEVANCES

A. The intent of the parties to this Agreement is that the procedures hereinafter set forth shall serve as a means of peaceful settlement between the parties as to interpretation, application or violation of this Agreement, including disciplinary actions. The objective of the grievance procedure shall be to adjust problems between employees and management, whenever possible.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the department.

C. The processing of grievances shall be in accordance with the following procedure.

STEP 1: As to grievances, the aggrieved employee shall present the grievance, in writing, to his/her immediate superior. The grievance must be presented within seven (7) working days of its occurrence or knowledge of its occurrence. The superior will give

his/her answer, written, within seven (7) working days of the date of the presentation of the grievance. Failure to file within seven (7) days of the occurrence shall be deemed to constitute an abandonment of the grievance.

STEP 2: If the grievance is not settled at Step 1, it shall be reduced to writing and presented through the chain of command, to the Borough Administrator. The Borough Administrator will reply to the grievance, in writing, within seven (7) working days of the date of the presentation of the written grievance. The aggrieved employee may be represented by authorized Local Union Representative.

STEP 3: If the grievance is not settled in Step 2, the written grievance shall be presented to the Berlin Council's Finance Committee within five (5) working days after the response is give at Step 2. The Berlin Council's Finance Committee, after a grievance hearing at which the employee shall have the right to have his/her Union representative present, shall reply to the written grievance within thirty (30) working days.

STEP 4: If the Union is not satisfied with the disposition of the grievance by the Council, the grievance may be submitted to binding arbitration within thirty (30) days after expiration of Step 3.

1. A request for a list of arbitrators shall be made to the Public Employment Relations Commission by the moving party and both parties shall then be bound by the rules and procedures P.E.R.C. in the selection of the arbitrator.
2. The arbitrator shall limit himself/herself to the issues submitted to him and shall consider nothing else. He/She can add nothing, nor subtract anything,

from the agreement between the parties or any policy of the Borough. The arbitrator will submit findings of fact, which shall be binding upon the parties.

3. The award of the arbitrator on the merits of any grievance within his/her jurisdiction authority as provided in this Agreement shall be binding upon the parties. The cost for the services of the arbitrator shall be bond equally by the Borough and the Union. No employee shall be denied compensation for his or her appearance as a witness at any arbitration hearing.
4. The designated Local Union Representative shall be permitted to confer with employees and the Borough, together, on specific grievances in accordance with the grievance procedure set forth herein, during working hours, without loss of pay.
5. The employer and the Union further agree to give reasonable consideration to request of either party for meetings to discuss grievances pending at any step. Nothing herein shall prevent the parties from mutually extending or reducing the time within which the grievance shall be processed at any step in the grievance procedure.

ARTICLE VII - INSPECTION PRIVILEGE

- A. It is agreed that Union duties and activities will not be carried on during hours of work, except as provided for in this agreement. Union officials shall have the right to enter the premises to satisfy themselves that this Agreement is being observed.
- B. The Union and/or their representatives, shall have the right to examine time sheets and other records pertaining to the computation of compensation or fringe benefits of any individual whose pay is in dispute.

ARTICLE VIII – OVERTIME

- A. After completion of a thirty-seven and one half hour work week (37.5), if the employee is directed by his/her supervisor or designee to work additional time, the employee shall be paid one and one-half time his/her hourly rate of pay.
- B. In addition to the overtime payment for hours worked as set forth in Paragraph “A” above, an employee shall be entitled to overtime for all work performed on Saturday or Sunday. Overtime rates shall be paid for holidays, in addition to the basic holiday pay, when the employee is directed to work on, the holiday.
- C. The employee shall be paid for overtime at a rate of time and one-half (1 ½) rate. Overtime shall be paid currently.
- D. No employee shall have his/her workweek changed for the purpose of avoiding overtime. All paid time off which involves vacation time or personal time including sick time, shall be considered as time worked for the purpose of computing overtime.

ARTICLE IX - WORKER’S COMPENSATION

- A. In the event that an employee is disabled by injury or illness which was incurred in the performance of duty or arising out of employment, that individual shall be granted a leave of absence with full pay and other benefits as provided in this Agreement, for a period not to exceed ninety (90) days. This is conditioned upon the fact that the disability or illness must be a direct result of or arising out of the employment and certified as such by a physician designated by the Borough. The municipality shall require evidence in the form of a physician’s report as to the original and continuing

disability of such employee, The Borough may request such certifications, from time to time, during the course of the alleged disability or illness.

B. In the event of a continuing workers compensation temporary disability beyond the ninety (90) day period, the missed time shall be charged against the sick leave of said employee. A form shall be signed by the employee authorizing the employer to charge the lost time to the sick leave.

C. Any temporary disability payments from any public or private source whatsoever, including the worker's compensation insurance which may be received by the employee, shall be offset against the pay received by the employee,

ARTICLE X. SENIORITY

A. In all cases of any decrease or increase of the working force and for promotion, the main factor to be considered will be the length of continuous service with the Employer. In each instance a determining factor shall be ability and necessary qualifications to perform the particular job.

B. It is understood that seniority shall be applied to full time employees only.

C. The list of full time employees rated according to seniority is attached hereto and made a part of this Agreement. The Employer will supply the Union, each month, with a list of all additions or deductions from the seniority list. The Employer shall keep posted in a conspicuous place a list of employees showing the seniority date of each. The seniority list shall be prepared from information on file in the Personnel Department.

D. Probationers shall obtain seniority after one hundred and eighty (180) days of employment. In cases of layoffs, the Employer shall lay off probationers before puffing

into effect the seniority policy, as stated above. Probationers, after having fulfilled one hundred and eighty (180) days continuous service, shall date their seniority from the date they were first employed.

E. When it becomes necessary to lay off employees, the Employer will notify the Union of the names of the employees to be laid off, at least two (2) working days in advance of notification to the employees. The Union shall use this information only for the purpose of checking the seniority list and of consulting with management when there appears to be reason to disagree with the selection of employees to be laid off.

F. Seniority shall terminate:

1. When an employee is discharged.
2. When an employee voluntarily quits his/her employment.
3. At the end of eighteen (18) months after an employee is laid off for lack of work.
4. Any employee laid off for lack of work, who, within seven (7) days does not report for work to his/her, own department after being notified in writing mailed to his/her last known place of address to report, will be considered as having terminated his/her employment.
5. When an employee does not return to work on or before the expiration date of his/her authorized leave of absence.
6. When a layoff is made, the employees will be laid off on the basis of their departmental seniority.

G. Employees laid off for lack of work, when called back to work, shall be re-employed in accordance with seniority provisions set forth herein.

H. The Employer shall have the unrestricted power of appointment of supervisory personnel.

ARTICLE XI - INSURANCE

A. The parties have agreed that Berlin will provide for each current employee and his/her dependents, the medical insurance package known and consisting of the New Jersey State Health Benefits Plan or a comparable plan. Both the Borough and the Union recognize the ever-increasing cost of medical benefits and the need to continuously pursue alternative methods of providing health care coverage. The Borough and the Union recognize the Borough's right to change carriers for medical benefits as long as the coverage to be implemented shall be equal to or better than what the prior carrier provides.

B. Effective January 1 1999, the Borough agrees to select and fund a Disability Plan the cost of which shall be funded 50% by the Employer and 50% by the employees.

C. All employees who work thirty (30) hours or more per week shall receive all of the above benefits.

ARTICLE XII - HOLIDAYS

A. The following days shall be recognized and observed as paid holidays:
New Years Day
Martin Luther King Day

Presidents Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Columbus Day
Thanksgiving Day
Day after Thanksgiving
Veteran's Day
Christmas Eve
Christmas Day

Each Holiday is the equivalent of a seven and one-half (7.5) hour workday

B. Holidays which fall on Saturday shall be celebrated on the preceding Friday. Holidays which fall on Sunday shall be celebrated on the following Monday. It is understood that there shall be only one (1) day of celebration in the event the holidays are celebrated on a day other than the actual day of said holiday, and no additional day shall be received because of this adjustment on the day of celebration.

C. Full time employees shall be granted five (5) personal days in each year of this Agreement upon the approval by the Borough Administrator and/or the immediate supervisor. An employee wishing to take a personal day must submit a written request 24 hours in advance unless the personal day is taken under emergent circumstances, in which case the employee shall personally notify either the Borough Administrator or their immediate supervisor. If the personal day is not used during the year, it shall be forfeited.

D. In order to be eligible for Holiday Pay, the employees must work the last scheduled day prior to the holiday and the first scheduled day following it, except if the employee utilizes vacation time, personal time but not sick time. If the employee uses a

sick day either on the day before or after a holiday and he will be required to submit a doctor's certificate for the absence.

ARTICLE XIII - LEAVE OF ABSENCE

A. An employee may be granted a leave of absence without pay for a period not to exceed one hundred and twenty (120) days. Whenever possible requests for any leave must be made at least three (3) weeks in advance to the Borough Administrator and approved by both the Borough Administrator and the Borough Council. This leave is subject to renewal for reasons deemed proper and approved by the Employer. At the expiration of such leave, the employee shall return to the position from which he is on leave with all increases granted during his/her leave for his/her job classification. Such leave shall be without Employer-paid health insurance and other benefits as provided herein. Seniority shall be retained and shall accumulate during all leave. The employee shall be responsible to submit the necessary request for such leave of absence.

B. Any employee called to jury duty as certified by the Clerk of the Court shall be granted time off without loss of pay.

C. In accordance with statutory provisions any employee who is a member of the reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training period or to perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity.

D. Employees shall be granted leave in accordance with the New Jersey Family Leave Act and the Federal Family Leave Act of 1993 or their successor legislation.

E. An employee who would lose benefits coverage under any of the preceding sections shall retain any and all rights he/she may have under any applicable law to purchase such benefits from the employer at his/her own expense,

ARTICLE XIV - SICK LEAVE

A. Regular full-time employees are permitted a maximum number of ten (10) days per year as paid time off due to illness pursuant to the schedule below. To qualify for such paid time, an employee must complete six (6) months of employment and then time will be pro-rated until the said year. At the beginning of the new calendar year, each eligible employee will have ten (10) days of sick leave credited to his or her account.

B. In the event of serious illness, requiring extended absence from work, the Borough Administrator may allow unlimited sick leave with full pay for absence due to illness or injury. An illness need not be work related.

C. Definition of Illness: Personal illness is that which an employee is unable to perform the usual duties of his/her position or to attend to a sick member of their family.

D. After an employee has been absent for a period of more than three (3) consecutive days, the employee must submit a medical certificate from a physician having personal knowledge of the employee's condition in support of absence of said employee from work upon returning to work. Failure of the employee to submit such medical certificate may result in the absence being disapproved and being charged as absence without pay. In addition, the Borough may require proof of illness of an employee on sick leave

whenever the Borough Administrator determines it reasonable to do so.

E. During the final four (4) months of employment prior to retirement, upon notice to the Public Employment Retirement System of the intent to retire, an employee may use any unused and accumulated sick days as vacation time for the purpose of retiring early. Said days must be used consecutively immediately prior to the employee's date of retirement.

F. Following the executive of this agreement, each eligible employee shall be offered by the employer "buy back" up to five (5) sick days for the current calendar year. Payment for "buy back" shall be made on the last payroll week of the current calendar year and subject to the following conditions:

Each sick day taken will reduce the amount of sick days each employee is entitled to "buy back". (i.e. If an employee takes one (1) sick day in a calendar year, said employee is entitled to "buy back" only four (4) sick days for that year, if an employee takes two (2) sick days in a calendar year, said employee is entitled to "buy back" only three (3) sick days for that year, if an employee takes three (3) sick days in a calendar year, said employee is entitled to "buy back" only two (2) sick days for that year, if an employee takes four (4) sick days in a calendar year, said employee is entitled to "buy back" only one (1) sick day for that year, and if an employee takes five (5) sick days in a calendar year, said employee are not entitled to "buy back" any sick days for that year). All other sick days shall accumulate up to a maximum of five (5) sick days per year up to a maximum of eighty (80) days.

G. There shall be no entitlement to a buy-back unless the employee works the full calendar year.

ARTICLE XV - VACATIONS

Full-time employees shall be granted vacation leave as set forth below. All vacation time is awarded based upon accumulative time of service as of the employee's anniversary date as follows:

1. After six (6) months to one (1) year – five vacation days pro-rated.
2. Vacation time after the first (1st) second (2nd), third (3rd) and fourth (4th) full year of service shall be allowed at the rate of ten (10) days per year.
3. Vacation time after the fifth (5th) full year of service and through the ninth (9th) full year of service shall be allowed at the rate of fifteen (15) days per year.
4. Vacation time after the tenth (10th) full year of service and through the fourteenth (14th) full year of service shall be allowed at the rate of twenty (20) days per year.
5. Vacation time after the fifteenth (15) full year of service and thereafter shall be allowed at the rate of twenty-five (25) days per year.
6. Vacation time for all employees shall be scheduled and taken within the calendar year it is earned. Requests for, specific vacation times and period of five (5) or more days shall be made to the Department Head with as much advance notice as practical, so that schedules can be made without undue burdens and hardships. It is understood that the vacation scheduling must be established so that it does not seriously impair the functioning of the department,
7. Part-time employees shall receive vacation pro-rated on the number of

hours typically worked per week schedule in accordance with paragraph *six* (6) above.

8. If an employee dies while having unused vacation time, a sum of money equal to the amount of vacation days based upon the compensation of such employee shall be calculated and paid to the estate of said employee.

ARTICLE XVI - RATES OF PAY

Employees covered by this Agreement

	2005	2006	2007	2008
Payroll Clerk	16.44	16.97	17.52	18.09
Construction Code	16.44	16.97	17.52	18.09
Zoning/Planning Board Clerk	16.44	16.97	17.52	18.09
Deputy Court Administrator	17.02	17.57	18.14	18.73
Custodian of Public Buildings	17.29	17.85	18.44	19.04
Public Works Secretary	14.89	15.37	15.87	16.39
Clerk/Typist	14.89	15.37	15.87	16.39
Data Clerk - Police	11.86	12.25	12.65	13.06
Police Matron	17.55	18.12	18.71	19.32
**New Hires – No less than	10.50	10.50	10.50	10.50

**If it is deemed appropriate that a new hire be paid more than the designated starting rate, such rate will be at the discretion of the administrator and the department head, and will, in no circumstance, be the established rate of pay for the listed job title.

1. New Hire will have a six (6) month probationary period. After their probationary period is complete, an evaluation will be completed by their department head, then said employee shall be appointed as a permanent employee. The following pay schedule will be in effect:
 - a. After the probationary period the employee will receive an increase of thirty three (33) percent of the difference between their current rate of pay and the rate of pay for their title salary for the current year contractual amount.
 - b. After one year and six months of employment the employee will receive an increase of fifty (50) percent of the difference between the current rate of pay for their title salary for the current year contractual amount.
 - c. Upon completion of two years and six months of employment, the employee will receive an additional increase of seventy five (75) percent of the difference between their current rate of pay and the rate of pay for their title salary for the current year contractual amount.
 - d. Upon completion of three full years of employment, the employee shall receive the amount equal to the current year contractual amount.

ARTICLE XVII - LONGEVITY PAY

A. Longevity payment will be made each year to full time employees employed as of December 15th of each and covered by this Agreement in accordance with the schedule outlined below. Said payments will be made no later than five (5) working days after December 15th of each year, in a separate check issued to eligible employees.

B. Longevity payment shall be made in accordance with the following schedule:

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
After five (5) years of service	3%	3%	3%	3%
After ten (10) years of service	4%	4%	4%	4%
After fifteen (15) years of service	5%	5%	5%	5%

C. There shall be no longevity pay for any new hire employed after December 31, 1997.

ARTICLE XVIII - EQUAL TREATMENT

A. All employees shall be treated equally regarding terms and conditions of employment and there shall be no discrimination on account of race, religion, color, sex, age, nationality, marital status, political affiliation, union membership, or union activities, All provisions of this contract and other rules and regulations shall be equitably applied and enforced.

ARTICLE XIX - BEREAVEMENT LEAVE

A. In the event of death in an employee's immediate family, the employee shall be granted five (5) working days leave with pay.

B. The term "immediate family" shall include employees spouse, children, step-children, grandchildren, mother, father, spouse's parents or stepparents, brother or sister, grandmother or grandfather or persons in the immediate household.

C. In the event of death of an employee's brother-in-law, sister-in-law, aunt or uncle, up to three (3) working days leave with pay shall be granted.

D. If an employee needs additional time off, they may use vacation leave and/or personal days.

ARTICLE XX - SAFETY AND HEALTH

A. The Borough will, at all times, maintain safe and healthful working conditions, and will provide employees with any working apparel, tools or devices reasonably necessary in order to insure their safety and health. The parties agree to use their best

efforts jointly to achieve these objectives including any recommendations proposed by the Joint Insurance Fund or the Boroughs liability insurance or Worker's Compensation carriers.

B. Police Matron shall be provided with full issue uniforms. They shall receive uniform allowance of \$650.00 for the maintenance and cleaning of uniforms. One-half (1/2) of the clothing allowance shall be paid in the sixth (6th) month of the year and one-half (1/2) in the twelfth (12th) month of the year. Payment shall be made through the submission of vouchers.

C. Call-Out (Police Matron/Translator), In the event that the Police Matron/Translator is called in after her regular shift for either matron or translation duties, she shall be compensated at the option of the employee either four (4) hours compensatory time or three (3) hours at the rate of time and one half the employee's regular rate of pay. If called out due to the Mutual Aid between Municipalities, the Borough of Berlin Police Department shall compensate the employee at the above stated time and rate.

D. The employer shall furnish work uniforms, gloves, tools or other equipment to each blue-collar employee covered under this Agreement and shall maintain same without charge to the employees.

ARTICLE XXI - DISCIPLINE AND DISCHARGE

A. The Employer shall not discharge nor suspend any employee until the case has

been discussed with the District Council Representative of the Union or his/her designee in person, except where the provisions of this Article provide for immediate discharge. A representative of the Union must be in personal contact with the Employer within twenty-four, (24) hours after notice by certified letter or fax to the Union of the discharge or suspension, delivered during working hours from Monday to Friday inclusive. If there is no response by a Union representative within the twenty-four (24) hour period, the Employer may take appropriate action subject to appeal through the grievance procedure. Before a discharge or suspension, the Employer must first have provided written notice of the complaint against such employee to the employee, with a copy to the Union. No warning notice need be given to an employee before he/she is discharged or suspended if the cause of such discharge is:

1. Calling an unauthorized strike or walkout.
2. Drunkenness drinking during working hours (including lunchtime) or being under the influence of liquor or drugs during working hours (including lunchtime).
3. Proven theft, destruction of property, removal of confidential information/ records or dishonesty.
4. Unprovoked assault on anyone during working hours.
5. Possession and/or use of a controlled dangerous substance during work hours including lunchtime.

B. Discharge must be for just cause with written notice to the employee and the Union. Any employee may request that the Union investigate his/her discharge, suspension, or warning notice. Should such investigation reveal that an injustice has

been done an employee, he shall be reinstated or the warning notice withdrawn.

C. Upon discharge, the Employer shall pay all money due to the employee, unless the discharge was due to proven theft or destruction of property. Upon quitting, the Employer shall pay all money due to the employee on the payday of Employer following such quitting.

D. Uniform rules and regulations with respect to disciplinary action or Borough procedures may be drafted by the Employer provided they do not conflict with any provision of this Agreement and are approved by The Union, such approval not to be unreasonably withheld. Such approved rules and regulations when posted in a conspicuous place in the operation shall be binding upon the Employer and the employees.

E. An employee who has a reasonable suspicion to believe that he/she is to be suspended discharged or in any way disciplined shall be entitled to a Local Union Representative at any meeting with the employer.

F. Minor disciplinary actions, shall be purged and removed from an employee's personnel file after a period of three (3) years of the date of the disciplinary action. Minor discipline shall consist of five (5) days or less.

G. Major disciplinary actions shall be purged and removed from an employee's personnel file after a period of five (5) years of the date of the disciplinary action. Major discipline shall consist of six (6) days or more.

ARTICLE XXII - MANAGEMENT RIGHTS

A. It is recognized that the well being of both parties is directly dependent upon the skill and efficiency with which the business of the Employer is conducted and that any assumption of the functions of management by representatives of the Union or employees represented by it, is contrary to the intent and purpose of this Agreement.

1. Accordingly, the Employer retains and reserves unto itself without limitation all powers, rights, duties and responsibilities conferred upon and invested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and the United States, including but not limited to the following rights:

- a. To executive management and administrative control of the borough government and its properties and facilities and activities of its employees including the authority to regulate scheduling, hours, and reductions in workforce in accordance with the provisions of this agreement.
- b. To hire, discharge and discipline employee's for good cause, and to determine their qualifications for employment or assignment and to promote and transfer employees subject to the provisions of this Agreement.

B. Nothing contained herein shall be construed to deny or restrict the Employer of its powers, rights, authorities, duties and responsibilities under R.S. 40A, or any other national, state, county, local laws or ordinances.

ARTICLE XXIII - STRIKE BAN

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there shall not be and that the Union, its officers, members, agents or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignation, mass absenteeism (i.e. sickout) or other suspension of or interfering with the normal work performance of the Borough of Berlin employee.

ARTICLE XXIV - UNION BULLETIN BOARD

The employer agrees to furnish and maintain a suitable bulletin board in a convenient place at each work location for use by the Union.

ARTICLE XXV – UNION RIGHTS

- A. Borough shall grant the Union shop stewards three (3) paid days to attend union conferences, meetings, training sessions and conventions without any loss of pay.
- B. There shall be no loss of pay for employees during business hours for time spent either as a grievant, witness, Union representative or Union recorder in any of the following proceedings:
 - 1. All disciplinary meetings or hearings
 - 2. The Grievance Procedure, which included Arbitration
 - 3. Unfair Labor Practice matters
 - 4. NJ Public Employment Relations commission proceedings
 - 5. Contract Negotiation and Labor Relations meetings
- C. The Employer for the Union shall allow the Union thirty (30) minutes to orientate new employees as to their rights and benefits of a Union negotiated agreement,

and to provide them with membership packet and materials, which contain information about the Union.

- D. The employer shall recognize two (2) shop stewards for the bargaining unit. The Union will submit the names of the Steward and alternate to the Employer.

ARTICLE XXVI – TRAVEL ALLOWANCE

The Borough staff car is available to any employee, who at the request of the employer, is to attend seminars, training, or conduct boro business. In the event the staff car is unavailable and the employee uses their personal vehicle, they will be reimbursed the prevailing IRS travel allowance rate. This does not apply for transportation to union related conferences, meetings, training sessions, conventions, etc.

ARTICLE XXVII - SEVERABILITY

In the event that any provision of this Agreement between the parties shall be held by operation of law, or by order of any Court or administrative agency of competent and final jurisdiction, to be invalid or unenforceable, the remainder of the provisions of said Agreement shall not be affected thereby, but shall be continued in full force and effect. It is further agreed that in the event that any provision is finally declared invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other, to negotiate concerning the modification, elimination, revision or substitution for such clause or clauses.

ARTICLE XXVIII - DURATION

This Agreement shall be in full force and effect as of January 1, 2005 and shall remain in effect until December 31, 2008. Upon written notice from either party and approval by the other, any article may be reopened for negotiations during the life of this Agreement

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this

_____ Day of _____, 2005

For the Borough of Berlin

Attest: _____
Charleen Santora, Clerk

BY: _____
Joseph C. Keskes, Mayor

BY: _____
Nicholas Maccaroni
Council Finance Chairman

**For the American Federation of State, County and
Municipal Employees, AFL-CIO
District Council 71, Local 3303-0**

BY: _____
Evelyn Perez

BY: _____
Dawn R. Lattanzi

BY: _____
John P. Hemmy
Associated Director