

AGREEMENT

BETWEEN

TEAMSTERS LOCAL UNION NO. 469

&

TOWNSHIP OF

BERKELEY HEIGHTS WASTE

WATER POLLUTION CONTROL

PLANT

COLLECTIVE BARGAINING AGREEMENT between TOWNSHIP OF BERKELEY
HEIGHTS and TEAMSTERS LOCAL 469 for WATER POLLUTION CONTROL PLANT
WORKERS UNIT effective **January 18, 2005** for the period January 1, 2004 to December 31,

2007

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TOWNSHIP OF BERKELEY HEIGHTS-WATER POLLUTION CONTROL PLANT

This Agreement made this XX January, 2005 between the Township of Berkeley Heights (hereinafter the "Township") and Teamsters Local 469 (hereinafter the "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 Waste Water Pollution Control Plant Workers Unit.

ARTICLE 1

PREAMBLE

A. This Agreement, effective as of the first day of January, , 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.

- A. 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.
- B. When used in this Agreement, the masculine gender also refers to the feminine gender.
- 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 to any employee such rights as he 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 to any employee or group of employees 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 the Agreement shall be subject 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. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, or whether within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement except as provided in subparagraph (B).
- 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 any act is required under this Agreement to be done or performed within a specified period of time, Saturdays, Sundays and holidays shall be excluded in the computation of such period.
- D. Nothing in the procedures set forth in this Article shall be deemed to abrogate, modify, or otherwise change any other part of this Agreement without the mutual consent of the parties hereto in writing.
- C. 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

The Township voluntarily 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 blue collar workers at the Water Pollution Control Plant employed by the Township. Excluded are all employees represented in other negotiations units, Water Pollution Control Plant Superintendent, Municipal Clerk, Director of Public Works, Assistant Director of Public Works, Social Services Director, Recreation Director, Confidential Secretary, Assistant Finance Officer, Assistant Tax Collector, Township Engineer, Assistant Township Engineer, Secretary to the Chief of Police, supervisors, managerial executives, confidential employees, craft employees, professionals, fire and police.

ARTICLE IV

NON-DISCRIMINATION

- 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, color, creed, national origin, sex or union membership or non-membership.
- 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 desire to have any deductions made from his 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 such disbursing officer shall transmit the sum so deducted to the Union. Any such written authorization shall be filed with the Treasurer's Office and may be withdrawn by the employee at any time by the filing of notice of such withdrawal in the same offices and with the Union at least thirty (30) 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 on 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 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. Any employee whose position of employment is governed by this Agreement but who is not a member of the Union shall be responsible for a payment to the Union equal to 85% of a member's dues payment.

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. The Township shall retain the right to establish the initial salary for any newly appointed foremen provided such salary is not less than the salary then being received by the individual being promoted.

ARTICLE VII

NOTIFICATION TO THE UNION

- A. The Township will notify the Union in writing of all promotions, demotions, transfers, suspensions and discharges.
- B. The Township will provide the Union with an updated list of covered employees showing name, address, classification, 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 procedure.
3. In emergencies.
4. In 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.

- B. In the event an employee believes that he 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.

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 fifteen (15) calendar days. An employee applying for such vacancy shall make the request in writing, signed by the applicant, and on a form provided by the Township, if available, to the Director of Waste Water Management or his 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 most qualified senior employee who bids for a vacant position will receive a trial period. The trial period will be for a period of not less than ten (10) working days. For purposes of this Article a working day will consist of a minimum of eight (8) hours of work.
3. The maximum trial period for a successful bidder will be ninety (90) working days.

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

5. However the Township reserves the right to terminate the trial period between the tenth (10th) and ninetieth (90) working day and return the employee to his 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.

6. 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 former position and shall assume seniority and pay as though the employee had not left his old position. The Employer shall forward to the attention of the employee periodic evaluations during the probation period **a written progress report and bi-weekly oral evaluation to probationary employee.**

7. 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.

8. 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 consolidate positions previously held by separate individuals 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. The term "probationary employee" shall mean any Township employee having completed less than three (3) months full-time employment for the Township and who shall not have been given permanent status as provided by Township ordinance and any employee whose probationary period has been extended in accordance with this Agreement..

- B. All new Township employees shall be hired for a probationary period of forty five (45) days to assure full qualification for the work. The probationary period may be extended for a period of up to forty five (45) additional days at the sole discretion of the Township upon notification to the Union by the Township Administrator.

- C. During the probationary period, employment may be terminated without an assigned reason. Such termination shall be excluded from the definition of "grievance" set forth in the Grievance Procedure 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 inverse order of their length of service. Within each affected job class, 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 twenty four (24) 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 eight (8) hours of work each day and forty (40) hours of work each week, Monday through Friday. There shall be no split shifts.
1. The standard work day for employees covered by this Agreement, except as specified elsewhere, shall be from 7:00 a.m. to 3:30 p.m. Monday through Friday.
 2. On a rotating basis the Water Pollution Control Plant will be manned from 7:00 a.m. to 11:00 a.m. on Saturday and Sunday by members of the unit. Such staffing will be at 1 ½ times the regular hourly rate of pay for all hours worked. Due to safety concerns two employees shall be utilized for this regular overtime.
 3. Summer Hours – Shall Commence on the first week of July.
- B. The work day includes an unpaid lunch period of one-half (1/2) hour and two fifteen minute paid breaks each day.
- C. The Union and the Township agree that it may be necessary to require an employee to work beyond the standard work week. Overtime beyond eight hours in a work day and forty hours in a work week may be authorized by the Director of Waste Water Management or his designee and such overtime shall be compensated at the rate of one and one-half (1 ½) times the employees prevailing hourly rate of pay in the following instances:
1. All hours spent in the service of the Township in excess of eight hours in a work day or forty hours in a 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 regular scheduled hours of work for that day.

4. Whenever it becomes necessary for employees to be called out on an overtime call, such employees shall receive a minimum of four (4) hours work at the appropriate overtime rates. In such event, the employees will be required to remain at work for the four (4) hour period or be available for and respond to callouts during that period. The duration of any subsequent call-out will be considered continuing time (as opposed to a separate call-out subject to an additional four (4) hour guarantee). The four 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. Overtime assignments shall be awarded on a rotating basis with the intention of achieving equalization of premium pay earnings within each class of work. **Emergency standby duties shall be in accordance with "Standard Operating Procedure: On Call Coverage" policy dated September 28, 2004.** A record of overtime offered, worked and refused, as well as availability for emergency call-out, will be kept as part of each employee's personnel history by the department head.
6. 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. **If any Holiday falls on a weekend, then an employee will be compensated two times the hourly rate.**
7. Two times the hourly rate of pay for all hours spent in the service of the Township on any Sunday other than the staffing referred to in Paragraph A of this Article.
8. The Township agrees to allow a paid one-half (1/2) hour lunch period whenever an employee is required to work ten (10) consecutive hours and an additional one half (1/2) hour lunch period for each subsequent four (4) hours of work after their initial ten (10) consecutive hours.
9. The Township shall allow a paid fifteen (15) minute break once during each four (4) hour work period.
10. The Township agrees to guarantee each employee a minimum of eight (8) hours work or pay in lieu thereof, each day, Monday through Friday.
11. Except as set forth in paragraph 4 above, the Township agrees to guarantee an employee a minimum of four (4) hours work or pay in lieu thereof at the applicable premium rate of pay whenever such employee is required to report to work on either a Saturday, Sunday or a Holiday. In the event the employee is scheduled to work beyond four hours, the Township agrees to an eight hour guarantee of work or pay in lieu thereof.

12. The Township agrees not to require any employee to take time off to compensate for time worked in excess of eight (8) hours in a work day or forty (40) hours in a work week.

13. The Township agrees to compensate employees with a meal allowance of ten (10 dollars for each overtime lunch period) All meal monies to be paid within thirty days. The meal money allowance shall also be applicable to all snow plowing schedules established by the Department and shall be calculated in accordance with every four hour break period.

ARTICLE XIII

RATES OF PAY

Hourly rates of pay shall be based upon the employee salaries as set forth in Schedule A which is appended hereto and incorporated herein by reference retroactive to the effective date set forth in Schedule A.

ARTICLE XIV

PAYDAY

- A. Employees will be paid twenty six (26) 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 XV

WORKING AT DIFFERENT RATE

When an employee is directed and accepts the duties and responsibilities of a higher title he/she shall be compensated at \$1.50 per hour in additional to his/her regular rate of pay. Institution of a different rate should only result from vacation or extended sick leave, and can only assigned by supervisor Examples of work are as follows Lab work other than routine grab samples and fill-in for foremen's position.

ARTICLE XVI

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*	Veterans Day
Lincoln's Birthday	Thanksgiving Day
Washington's Birthday	Day after Thanksgiving day
Good Friday	½ day Christmas Eve
Memorial Day	Christmas Day
Independence Day	*Floating Holiday or Martin Luther King's birthday
Labor Day	with no more than 25% of the workforce out on either day.

*Easter Sunday although not a holiday, the employee shall be paid for all hours worked 2x the hourly rate.

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. Employees not on a previously approved or documented sick leave will not be paid for a Holiday not worked unless they have worked the normal working day prior, and the normal working day following, 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 sick benefits if he is so entitled and so charged.

E. Any Floating Holidays granted shall be in accordance with the vacation 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 a selected day.

ARTICLE XVII

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 less than 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; or grandchild.
2. On the day of burial in the case of the death of his or her: uncle; aunt; nephew; niece; brother-in-law; sister-in-law; cousin of the first degree.
3. An extension of one (1) day shall be granted when the deceased is buried in a location outside New Jersey and the employee would be unable to return in time for the normal work day.

ARTICLE XVIII

ADMINISTRATIVE LEAVE

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

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 employees in the event of a bona fide illness or a physical disability of the employee. Subject to the following limitations: Sick leave may be utilized for the care of a loved one living in the same household.

1. As of the effective date of this Agreement, each unit employee shall be credited with his accumulated unused sick leave and shall be credited with an additional one (1) day per month thereafter at the end of such month worked throughout the year.

2. Sick leave with pay shall be cumulative. At the end of each calendar year, the employee shall file his employee record card with the Confidential Administrative Secretary. 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 the current 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 year following 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 work.

6. No employee shall receive sick pay unless proof of illness or disability has been submitted by the employee to the department head or supervisor in a form satisfactory to said department head or supervisor. Medical certification for fitness to return to work may be required by the Township.

7. No employee shall receive sick pay for any absence in excess of three (3) consecutive working days unless proof of illness in the form of a certificate 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 by said examiner to be fit for duty prior to return to work.

8. Sick leave with pay shall not be allowed in any case where the employee fails to properly notify his department head or supervisor of his proposed absence, the nature of his illness or disability, or where the employee fails to submit satisfactory proof of illness or a doctor's certificate as herein required.

9. Any use of sick leave for other than bona fide illness or disability shall be cause for disciplinary action, as well as denial of sick leave pay.

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

11. Each member of the unit utilizing less than five (5) accumulated sick leave days during each year may sell back to the Township, before June 1 of the following year, such number of unused sick days which, when added to the sick days used in such year equals five (5) or less. The employee shall be paid \$100.00 for each day sold back. Each day sold back shall be deducted from the total sick leave days accumulated under this Agreement.

12. As a result of the Township's resumption of plant operations with existing personnel, the Township hereby grants additional accrued sick leave to employees commencing employment with the Township at the plant November 1, 1999 as noted in Schedule B.

ARTICLE XX

ABSENCE WITHOUT PAY

- A. Upon application made to the department head and upon approval of the Township Committee 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. Said approved leave shall not constitute a break in service, provided, however, that employee benefits shall be suspended for the duration of any approved leave in excess of thirty (30) consecutive days. Employees may, however, at their option, 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 XXI

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>
20	24 work days
15	22 work days
10	20 work days
5	15 work days
1	10 work days

* 6 months

Five days

**After Six (6) months of employment the employee is entitled to Five (5) days vacation time.*

- B. Vacation entitlement shall be based on the employee's anniversary date of employment. Vacation may be scheduled throughout the calendar year and when at all possible, be taken in full weeks.
- Vacation shall be scheduled before April 15 and awarded in the order of the employee's seniority within the classification, subject to the Township's approval. Vacation shall be taken in the calendar year earned. Unused vacation, not to exceed one-half (1/2) of the employee's total annual vacation, may be forwarded to the succeeding calendar year only upon the prior approval of the Township Administrator. Vacations can be used in 1/2 day increments.
- C. Vacation time to be taken by an employee 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.
- D. Payment of earnings which would be received during vacation time may be made in advance of their earning period, provided that a written request is made to the Administrator no less than three (3) weeks prior to the start of the vacation.
- E. As a result of the Township's resumption of plant operations with existing personnel, the Township agrees that those employees employed by the Township November 1, 1999 shall be credited, for purposes of calculating vacation entitlement only, the years of service set forth in Schedule A annexed hereto.

ARTICLE XXII

INSURANCE BENEFITS

- A. There shall be paid by the Township, as additional compensation for all permanent full-time employees working regularly scheduled hours of thirty (30) or more per week, the full premiums for said employees and their eligible dependents, but not including survivors, for group hospital and group major medical insurance. All covered

employees shall participate in the POS Oxford program during the contract years November 2004 thru November 2006. After such time the employees shall be allowed to return to the Traditional and the PPO programs if they are found to be deficient from prior programs. Upon returning to the Traditional and PPO program, the employee shall be responsible for the following co-pays: Traditional Coverage – November 2006 - \$50.00 and in 2007 a \$50.00, 2008 \$50.00, 2009- \$50.00 monthly contribution. For PPO coverage- the co-pay for this program shall be an increase to \$15.00 for doctor visits. It is mandatory for new employees to enroll in the POS program for the first two years of employment. For those choosing the opt-out program, the employer shall compensate to the employee 50% of the premium amount per month to a maximum pay out of \$6,000.00 per year.

- B. The Township shall continue to pay the entire cost of the premiums for all group benefits as described in Paragraph A. The Township shall not pay any premiums for group benefits for any employee who retires from service for the Township or their survivors, regardless of date of hire or years of service. As per Township resolution 167-03 & 168-03 Mike Murphy and Steve Imbimbo shall be given all retirement benefits under the township agreement.

- C. 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, as term life insurance in the amount of two thousand dollars (\$2,000.00).

- E. Dental coverage for employees and family at the level being provided on January 1, 2000, to be paid in full by the Township.

- F. The insurance to be provided in accordance with paragraph A shall provide for deductibles of \$200.00 per person, \$400.00 per family with co-payment provisions of 80/20% of the first \$2,000.00. The Township shall have the sole determination of the

carrier to provide such coverage and shall be free to change carriers at any time provided only that the existing coverages are not reduced without the consent of the unit.

G. The Township may arrange for a DPP, HMO or other insurance option to be provided to its employees on a voluntary enrollment basis and the employees may elect to enroll in such program upon such terms as may be established by the insurance carrier providing such coverage. The Township shall arrange for an enrollment period of not less than thirty days once per year after the adoption of the resolution authorizing the execution of this contract. In the event that the election of the employee results in a premium reduction to the Township, such reduction shall belong in full to the Township and the employee shall not be entitled to share therein.

H. The Township shall have the right, at any time, to increase any deductibles or change 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 XXIII

LONGEVITY

No member of the bargaining unit shall be entitled to any longevity payments from the Township under any present or former ordinance or agreement.

ARTICLE XXIV

JURY DUTY

Any permanent full-time employee on jury duty shall receive a rate of pay which, when combined with the jury fee received, will equal his regular rate of pay as a Township employee for a period not to exceed two (2) work weeks in a running year.

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

- A. 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 the Township medical examiner.
- B. During his absence the employee shall be paid the difference between his regular salary as of the date of his injury and the amount paid to him by worker's compensation insurance, for a period not to exceed forty-five (45) working days from the date of his injury or to the termination of his disability, whichever first occurs.

- C. For absence exceeding a period of forty-five (45) working days from the date of his injury, the employee shall be paid the difference between the worker's compensation insurance payments received by him and one-half (1/2) his 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.
- D. Compensation awards for permanent disability shall not be deducted from any salary paid by the Township.
- E. The Township reserves the right to have any employee claiming a job-connected disability examined by and treated by the Township medical examiner or other physician the Township may choose at any time. 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. In all cases involving the discharge or suspension of any employee, the Township must notify the employee in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the Shop Steward within one (1) working day from the time of the discharge or suspension. All other discipline shall be issued within Five Days of the incident occurring, unless mitigating circumstances (ie police investigation) prevents it.
- B. A discharged or suspended employee must notify his Local Union in writing, within (5) working days after receiving notification of such action against him 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 discharge and/or suspension. 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 shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity.
- E. Reprimands against any employee's record that are over twelve (12) months old shall be forgiven and the employee's record shall be wiped clean.

ARTICLE XXIX

GRIEVANCE AND ARBITRATION PROCEDURE

A. PURPOSE

The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that this procedure will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. DEFINITION

The term "grievance" as used herein means a dispute between the parties over the interruption, application or violation of policies, agreements and administrative decisions affecting the employees. It is expressly understood, however, that no grievance may proceed beyond Step One herein unless it constitutes a complaint or controversy arising over the interpretation of the terms and conditions of this Agreement.

C. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any Step is waived

by mutual written consent. Time extensions may be mutually agreed to by the Township and the Union. In the absence of an extension as aforesaid, the time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. A failure to respond at any level within the time limits provided shall be deemed a denial of the grievance at that Step.

Step One

Within five (5) working days after the event giving rise to the grievance, or within five (5) working days after the employee reasonably should have become aware of the grieved event, whichever first occurs, the aggrieved employee or the Union shall institute action under the provisions herein by meeting with his supervisor and discussing the grievance orally. The supervisor shall respond orally to the grievance within five (5) working days after the meeting.

Step Two

If the grievance is not satisfactorily resolved at Step One, the aggrieved employee or the Union Shop Steward shall reduce the grievance to writing, signed by the aggrieved employee or the Union Representative, and file the grievance with the Director of Wastewater Management or his designee within five (5) working days after receipt or after the due date of the Step One response. To be timely and effective, the written grievance must set forth in reasonable detail the facts underlying the grievance, the specific contract provisions at issue, and the relief sought. The Director of Wastewater Management or his designee shall render a written response to the grievance within five (5) working days from the receipt of the written grievance. In the event the Director of Wastewater Management initiates the action which results in the grievance, the Township Administrator shall serve in the place of the Director of Wastewater Management.

Step Three

- a. If the grievance is not satisfactorily resolved at Step Two, the Union Business Representatives shall then take the matter up in a meeting with the Township Committee or its designee within five (5) working days after receipt (or after date) of the Step Two response. The Township Committee or its designee shall render a written decision within fifteen (15) working days from the date of said meeting.
- b. In the event such meeting is scheduled during employees regular working hours, the aggrieved employee, the participating employee representative from the Union, and any necessary employee witnesses shall be released from work without loss of regular straight time pay. Requests for employee representative(s) and witnesses shall be made to the Township representative(s) by no later than three (3) working days prior to the date of any meeting and meeting dates shall be scheduled considering the availability of all parties and witnesses and the needs of the Township.

Step Four

In the event the grievance is not resolved at Step Three, the Township or the Union may file for arbitration in accordance with the rules and regulations of the New Jersey State Board of Mediation.

- a. The arbitrator shall be bound by the provisions of this Agreement and is restricted to the application of the facts presented to him and is limited to the interpretation of the Agreement. The arbitrator shall have no authority to add to, alter, amend or modify any provision of the Agreement. Furthermore, the arbitrator shall be bound by the laws of New Jersey and shall be without power to advise or direct the completion of any illegal act or acts beyond the legal authority of the parties.
- b. The decision of the arbitrator shall be final and binding on both parties.
- c. The arbitrator's fees and expenses shall be borne jointly by the parties to the Agreement.

ARTICLE XXX

NO STRIKE PLEDGE

- 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 duty, or willful absence of any employee from his 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

UNIFORMS

The Township shall provide and maintain at no cost to the employee, the following uniforms:

Six (6) pairs of pants

Six (6) Long Sleeve shirts

Two (2) jackets

Six (6) t-shirts – to be issued on May 1st of each calendar year.

Two pairs of safety shoes per year

Winter apparel (heavy winter jacket/**card hart overalls**)

Orange sweatshirts

Two insulated sweatshirts shall be issued on the 1st day of August of each calendar year.

The Township shall replace uniforms, protective clothing, and other issued equipment on a fair wear and tear basis.

The foregoing notwithstanding, the Township shall only be obligated for the cost of suitable safety shoes at an amount not to exceed \$300.00 per year with proof of payment. Commencing January 1,2004 the yearly allowance for uniforms shall be \$500.00 per year.

ARTICLE XXXII

SNOW REMOVAL

Any an all applicable language referencing overtime and meal money shall be consistent when the Authority is required to perform snow plowing duties.

ARTICLE XXXIII

LOCKER FACILITIES

The Township agreed to maintain a clean, sanitary washroom having hot and cold running water, toilet facilities and individual lockers.

ARTICLE XXXIV

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 and 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.
- C. The parties agree to establish a safety committee to consist of two union, two non-bargaining members and the Director of Waste Water Management. The purpose of the safety committee shall be to establish and enforce safety standards and practices to be observed by all parties in connection with work performed by the employees covered by this Agreement.

ARTICLE XXXV

JOB STEWARDS

- A. The Township recognizes the right of the Union to designate one (1) job steward and one (1) alternate for the Water Pollution Control Plant blue collar workers. The authority of 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 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 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 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 XXXVI

INSPECTION PRIVILEGES

Providing prior notice is given to the Director of Wastewater Management, 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 XXXVII

UNION BULLETIN BOARD

The Employer agrees to provide a bulletin board for the Berkeley Heights Water Pollution Control Plant blue collar workers 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.

ARTICLE XXXVIII

POLITICAL ACTIVITY

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

ARTICLE XXXIX

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 when such employment or service is incompatible with the proper discharge of his duties to the Township or would tend to impair his independence of judgment or action in the performance of his 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 his duties for the Township.

ARTICLE XL

EDUCATION AND TRAINING

Any member of the bargaining unit who holds a license, permit, certification or the like relating to the particular operations of the Water Pollution Control Plant which is used in

connection with his/her employment shall be reimbursed by the Township for the renewal fees for such license, permit or certification.

Any employee who is qualified to take, and has received permission from the Director of Waste Water Management to take, any educational or training class or program required to keep any existing permit, license or certification used in connection with his/her current duties or to secure any license, certification or permit which will be used in connection with his/her duties or provide qualification for advancement within the department shall be, upon successful completion of the class or program (with a minimum grade of C+ if graded) reimbursed for the costs of such class or program. The employee authorized to take a class or program shall be granted appropriate time off without loss of pay to attend such class or program.

The Township reserves the right to require an employee to take such classes or programs as the Township believes are necessary and appropriate in which case the costs thereof shall be paid by the Township and appropriate time off without loss of pay granted.

ARTICLE XLI

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 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 XLII

TERM AND RENEWAL

The term of this Agreement shall be from January 1, 2004 through December 31, 2007 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 date of the current collective bargaining agreement. The reference is derived from Public Employment Relations Commission Regulation Section 19:16-2.1 and the adoption by the Public Employment Relations Commission of a February required budget submission date for municipalities such as the Township. In the event of any change in the PERC statute or regulations, this Article shall be deemed to have been amended to conform to such change. 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 XLIII

SALARIES

- A. The members of the bargaining unit shall receive those salaries set forth in Schedule A to this agreement for the periods specified. The annual percentage increases set forth in the attached schedule A.

- B. In the event the Township hires a new employee, either for a position existing at the time of the execution of this Agreement or created thereafter, the Township shall assign a salary to such individual and there shall be no increase in that salary for the year in which the employee is hired. In the event that the employee is hired after July 1 of a particular year, there shall also be no increase in the calendar year following the date of hire. In all other instances, the new hire shall be entitled to any percentage increases in pay established by this agreement.

- C. Salaries to be paid in accordance with established job titles as follows:
Maintenance Forman, Laboratory technician/Process Control Operator and Sewer Department Operator.

ARTICLE XLIV

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 the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

ARTICLE XLV

LICENSE STIPENDS

In the event an employee receives a license issued by the State of New Jersey which relates to the operations of the plant, that employee, in addition to all other compensation provided for herein shall receive the following yearly stipend while such license is in effect. (The yearly stipend shall be pro-rated based upon the number of full months the license is in effect during any year.):

C-1 \$1,000.00

S-1 \$1,000.00

C-2 \$1,500.00

S-2 \$1500.00

C-3 \$2,000.00

S-3 \$2,000.00

C-4 \$2,500.00

S-4 \$2,500.00

CDL -\$1,000.00

Forman Position - \$4,500.00

Electrical License - \$3,000.00

An employee shall be eligible to receive more than one stipend provided more than one permit held by such employee is in full force and effect. In witness whereof we have set our hands and seals the day and year first above written. All stipends are to be given when any employee receives his/her license.

Schedule A

<u>NAME</u>	<u>TITLE</u>	<u>LICENSES/STIPENDS</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>
Steve Imbimbo	Maintenance Foreman	ON CALL, FORMAN	\$64,392.00	\$67,163.00	\$70,032.00	\$73,001.00
Herb Ang	Electrical Maintenance	ON CALL		\$50,500.00	\$52,250.00	\$54,061.25
Pat O'Donnell	Lab Tech/Process Operator	S1-4, C1-4, CDL ON CALL	\$40,000.00	\$46,918.00	\$49,146.06	\$51,432.42
Mike Murphy	Operations Specialist	C2, CDL, ON CALL	\$41,633.00	\$43,608.00	\$45,651.00	\$47,767.00
John Mineo	Operations Specialist	ON CALL	\$35,634.00	\$37,399.00	\$39,225.00	\$41,116.00
John Lepore	Operator	S1, C1, CDL, ON CALL	\$35,542.00	\$37,303.00	\$39,127.00	\$41,014.00
Manny Martinez	Operations Specialist	ON CALL	\$28,904.00	\$32,264.00	\$35,702.00	\$37,470.00
Bob Nowicki	Operations Specialist	ON CALL	\$27,945.00	\$31,252.00	\$34,674.00	\$36,405.00
New Hire	Operations Specialist	NONE	\$26,500.00	\$28,250.00	\$30,000.00	\$30,000.00

STIPENDS (NOT INCLUDED WHEN CALCULATING % INCREASES)

\$500 ON CALL PAY INCLUDED.

LICENSES/FORMAN PAY (INCLUDED IN BASE PAY)

\$1000 INCLUDED IF CDL OBTAINED.

\$1000 FOR C-1 AND S-1.

\$1500 FOR C-2 AND S-2.

\$2000 FOR C-3 AND S-3.

\$2500 FOR C-4 AND S-4.

\$4500 FOR FOREMAN.

NOTES:

1. Pay for Licenses, On Call and Foreman are included as noted above.
2. Herb Ang salary % increases calculated using 3.5%.
3. Herb Ang salary adjusted for on call pay.
4. Pat O'Donnell pay adjusted for C-4 and S-4 licenses.
5. Super/Lead title changed to Foreman title.

Schedule B

Accrued sick time: For purposes of Article XIX, the following members of the unit on January 1, 2000 shall be treated as if they had accrued and unused sick time with the Township as of that date as noted:

Murphy, M. 15 days

Imbimbo, S. 15 days

Credited years of service: For purposes of Article XXI Vacations only, the following members of the unit on January 1, 2000 shall be treated as if they had completed the following years of service with the Township as of such date.

Murphy, M. 15 years

Imbimbo, S. 15 years

Schedule C

SEWER DEPARTMENT “ON CALL” NOTIFICATION POLICY TO POLICE DEPARTMENT

1. Plant/Pump Station Alarm to Police Department.
2. Police Dispatch calls scheduled Primary “On Call” person.
3. If Primary “On Call” person responds, then done.
4. If Primary “On Call” person does not respond, then call Secondary “On Call” person.
5. If Secondary “On Call” person responds, then done.
6. If Secondary “On Call” person does not respond, then call Foreman.
7. If Foreman responds, then done.
8. If foreman does not respond, then call all Plant personnel until someone is reached.
9. If no Union member responds, then call Plant Superintendent.
10. If no Sewer Plant personnel can be reached immediately, then **continue to call** all personnel until someone is reached. Document event and submit to Police Chief and Plant Superintendent.
11. If scheduled both “On Call” persons call to report that they are unavailable due to a personal or other emergency, then call Foreman to report. If Foremen do not respond, then call Plant Superintendent.

Foreman

Steve Imbimbo

908-464-9108

(Home)

175*63*824

(direct connect)

Plant

Superintendent

JoAnn Mondsini

973-743-3455 (Home)

732-803-2265 (Cell)

175*63*823 (direct connect)

STANDARD OPERATING PROCEDURE “ON CALL” COVERAGE PLANT PERSONNEL

1. Union personnel rotate “On Call” weekly.
2. “On Call” list to be distributed to all employees and to Police department on a quarterly basis.
3. There will be a primary and secondary “On Call” person each week.
4. Both primary and secondary “On Call” persons are responsible to get coverage if unavailable during scheduled week.
5. Covering person and “On Call” person must notify Police Department dispatch of change in schedule to ensure that covering person is notified of alarms.
6. If “On Call” person cannot secure coverage then “On Call” person must notify Plant Superintendent in advance that no “On Call” coverage is available. (Except in case of emergency)
7. “On Call” person will be supplied with Nextel Direct Connect.
8. In the event of total failure of coverage from Union Members a written explanation from the Primary and Secondary scheduled Union Members will be submitted to the Plant Superintendent and the Director of Wastewater Management stating why they did not respond.
9. In case of emergency “On Call” person must notify Police department dispatch of their unavailability. Police will then contact Foreman. Foreman will then cover or call other Union members to secure coverage. If no coverage is available then Foreman will call Plant Superintendent. “On Call” person will submit a written explanation of emergency to Plant Superintendent upon return to work.
10. If “On Call” person requires assistance to correct the problem the employee shall call for additional assistance.
11. If a spill has occurred the employee shall immediately notify the Plant Superintendent.
12. Under no circumstances should a confined space be entered without the presence of an attendant.
13. In the event of a blockage, the “On Call” person shall call for assistance immediately.
14. Should the Sewer Jet be needed, a qualified CDL licensed employee shall be called.
15. If need traffic assistance then Police shall be notified for traffic control.

Signature Page

Township of Berkeley Heights

Teamsters Local Union #469

Date _____

Date _____