

**COLLECTIVE BARGAINING**

**AGREEMENT**

**between TOWNSHIP OF BERKELEY**

**HEIGHTS**

**and TEAMSTERS LOCAL 469 for**

**OFFICE WORKERS UNIT**

*effective January 18, 2005*

for the period January 1, 2004

to

December 31, 2007

TOWNSHIP OF BERKELEY HEIGHTS-OFFICE WORKERS

This Agreement made this 18<sup>th</sup> day of 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 Office Workers Unit.

ARTICLE 1

PREAMBLE

- A. This Agreement, effective as of the first day of January, 2004, by and between the Township of Berkeley Heights, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Township" or the "Employer", and Teamsters Local 469 hereinafter referred to as the "Union", is designed to maintain and promote a harmonious relationship between the Township and those of its employees who are within the provisions of this Agreement, through collective negotiations in order that a more efficient and progressive public service may be rendered.
- B. When used in this Agreement, the terms "Employee" or "Employees" refer to all persons represented by the Union in regard to this Agreement, unless otherwise indicated.
- C. When used in this Agreement, the masculine gender also refers to the feminine gender.
- 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.
- E. 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

Pursuant to the Certification of Representative issued on May 13, 1996 by the Public Employment Relations Commission in Docket No. RO-96-96, the Township recognizes the Union as the sole and exclusive representative for the purpose of collective negotiations with respect to terms and conditions of employment of all non-supervisory white-collar employees of the Township. Excluded are all employees represented in other negotiations units, Municipal Clerk, Supervisor-Department of Public Works, Social Services Director, Recreation Director, Confidential Secretary, Assistant Finance Officer, Assistant Tax Collector, Assistant Treasurer, Assistant DPW Director, Assistant Engineer, Secretary to the Chief of Police, supervisors, managerial executives, confidential employees, craft employees, professionals, fire fighters 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 both the Treasurer's Office and the Confidential Secretary 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 twenty-one (21) days prior to its effective date. The filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed with the Township and served 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.
- D. 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.

## 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 procedures.
  - 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.

- a. 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 Township Clerk or his or her designee, within the posting period. Such requests shall be subject to each of the following conditions:

1. Preference to fill job vacancies will be given to qualified bargaining unit employees before hiring a new employee.

2. The 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 seven (7) 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 or her 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 or her former position in the event the Township in its sole discretion believes that the employee is not qualified to do the job, provided such discretion is not exercised arbitrarily.

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 or her former position and shall assume seniority and pay as though the employee had not left his or her old position.

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 Article 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 Clerk or Department Head.
- 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 twelve months (12) months.
- C. Notice for re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee.

ARTICLE XII  
HOURS OF WORK

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

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

All Departments - 8:30 a.m. to 4:00 p.m.  
Treasurer's Office during tax collection periods shall be established on a flex schedule as directed by the Treasurer.

2. Summer hours for all employees shall be as follows:  
From July 1<sup>st</sup> up to and including Labor Day, Monday through Thursday 8:00 a.m. to 4:00 p.m. and Friday 8:00 a.m. to 1:00 p.m.

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

B. The work day includes a 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. Authorized overtime from 35 hours to 40 in a regular work week shall be compensated at regular pay rates. Overtime beyond forty hours in a work week may be authorized by the Department Head or his or her designee and such overtime shall be compensated at the rate of one and one-half (1 1/2x) times the employees prevailing hourly rate of pay in the following instances:

1. All hours spent in the service of the Township in excess of 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 or her regular scheduled hours of work for that day.

4. Whenever it becomes necessary for employees to return to work after regular hours, unless otherwise provided in this Agreement, such employees shall receive a minimum of two (2) hours work at the appropriate overtime rates. In such event, the employees will be required to remain at work for the two (2) hour period or be available for and respond to call-outs during that period. The duration of any subsequent call-out will be considered continuing time (as opposed to a separate call-out subject to an additional two (2) hour guarantee). The two hour guarantee mentioned above shall be considered hours worked for the purpose of this Agreement. The foregoing provisions regarding call-outs do not apply to early call-ins within a two (2) hour period prior to the employees normal starting time.

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

6. Two times the hourly rate of pay for all hours spent in the service of the Township on any Sunday.

7. 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.

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

9. Except as set forth in paragraph 4 above, the Township agrees to guarantee an employee a minimum of two (2) 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.

10. 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.

11. If the employee is allowed compensatory time off in lieu of payment and elects to use such time, it must be used in the year accrued, provided, however,

that any time accrued in the last calendar quarter may be carried over to the first calendar quarter of the following year.

12. Request for payment for over time shall be made on a monthly basis and the Township shall not be required to pay overtime more than once per month.

D. The Township and the Union recognize that there are certain positions including, but not limited to, Planning Board Secretary, Board of Adjustment Secretary, and Board of Health Secretary which require attendance at meetings outside of the normal work hours of the Township and which may result in work hours exceeding those stated above. It is the intention of the parties, to the extent allowed by law, that the salaries or stipends applied to those positions are inclusive of the overtime that would otherwise be paid for such attendance to the extent of including all regularly scheduled meetings of the Board or body but that overtime shall be paid or compensatory time granted, if applicable, for meetings other than those regularly scheduled or required by the normal activities of the Board. The stipends for these positions will be included in the salary.

E. In the event an employee (e.g. Court employees) is required to perform duties after hours by telephone, such employee shall receive compensation for the actual time worked at the following rates:

1. From the end of the workday to 8:00 p.m. regular hourly rate;
2. From 8:00 p.m. to midnight (Monday through Friday)  $1\frac{1}{2}$  times the hourly rate;
3. From midnight to 7:00 a.m. (Monday through Friday)  $2\frac{1}{2}$  times the hourly rate;
4. From 7:00 a.m. to 8:00 p.m. Saturday, Sunday and Holidays 2 times the hourly rate;
5. From 8:00 p.m. to 7:00 a.m. Saturday, Sunday and Holidays  $2\frac{1}{2}$  times the hourly rate.

ARTICLE XIII

RATES OF PAY

See schedule attached to the back of the agreement.

ARTICLE XIV

PAYDAY

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

Intentionally omitted

ARTICLE XVI

HOLIDAYS

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

- |                         |                        |
|-------------------------|------------------------|
| New Year's Day          | Columbus Day           |
| Martin Luther King Day* | Veteran's Day          |
| Lincoln's Birthday      | Thanksgiving Day       |
| Washington's Birthday   | Day after Thanksgiving |
| Good Friday             | 1/2 day Christmas Eve  |
| Memorial Day            | Christmas Day          |
| Independence Day        |                        |
| Labor Day               |                        |

**Floating Holiday or Martin Luther King's birthday with no more than 25% of the workforce out on either day. (\*Municipal court must be closed)**

- 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 or she is so entitled and so charged.

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

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

## ARTICLE 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 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:

1. As of the effective date of this Agreement, each unit employee shall be credited with his or her 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 or her employee record card with the Personnel Officer. 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 initial year of employment 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 or her department head or supervisor of his or her 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. A "day" of sick leave shall be charged for any day the employee is absent for illness that the Township offices are open whether or not they remain open for seven hours. With the approval of the Department Head, an employee reporting for work and leaving because of illness before the end of the day may be charged with only 1/2 sick day.

12. 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 90% of the daily rate of pay for each day sold back. Each day sold back shall be deducted from the total sick leave days accumulated under this Agreement.

## 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

- B. Vacation entitlement shall be based on the employee's anniversary date of employment. Vacation may be scheduled throughout the calendar year and shall be taken in full weeks unless otherwise approved by the Department Head. Vacation shall be 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 Committee.

- C. Vacation time to be taken by an employee shall be reported to the Personnel Officer 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 Treasurer no less than three (3) weeks prior to the start of the vacation.
- E. In the event an employee does not report for work on a day when Township offices are scheduled to be open for any period because the employee is on a scheduled vacation and the Township offices do not open, or they close early, the employee shall still be charged with the vacation day.

ARTICLE XXII  
INSURANCE BENEFITS

- A. There shall be paid by the Township, as additional compensation for all permanent fulltime 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 program if the program is deficient from prior programs. Upon returning to the Traditional and the PPO programs the employee shall be responsible for the following co-pays: Traditional Coverage – Nov. 2006- \$50.00 & 2007 - \$50.00. For the PPO Coverage – The co-pay for this program shall be \$15.00 per doctor visit. It will be mandatory for all new employees to enroll in the POS program for the first two years of employment. For those choosing to participate in the opt out program, the employer shall compensate the employee 50% of the premium amount per month up to a maximum of \$6,000.00.
- B. The Township shall continue to pay the entire cost of the premiums for group benefits as described in paragraph A above for those eligible employees, first hired by the Township prior to January 1, 1999, who retire from Township service with twenty-five (25 ) years or

more credit in the Public Employee's Retirement System, including the premiums on their dependents, if any, but not including survivors.

- C. The Township shall pay the entire cost of the premiums for group benefits for those employees, first hired by the Township prior to January 1, 1999 and their dependents, if any, but not including survivors, who have attained the age of sixty-two (62) and who have served the Township for a continuous period of fifteen (15) years and have been eligible for continuous medical coverage during that time. Survivors benefits shall be terminated within two (2) months after the death of the eligible retired employee or in accordance with the health insurance policy that affects the survivors. Survivors shall notify the Personnel Officer of the death of the eligible retired employee not more than thirty (30) days after such death. In the event notice is not given within such 30 day period the Survivor shall be billed and shall be obligated to pay to the Township any premium costs paid by the Township for coverage beyond 2 months after the date of death arising from the failure to give timely notice.
- D. Employees hired prior to January 1, 1999 who retire at age sixty (60) or above and have completed ten (10) or more years in the Public Employee's Retirement System have the option of continuing their health insurance for themselves and their dependents, if any, but not including survivors, by paying the cost of the insurance and a two percent (2%) administrative fee.
- E. Group Life Insurance benefits for eligible employees referred to in paragraph A above, who have completed two (2) months service and are active employees at the time of enrollment, shall be provided, at the expense of the Township, as term life insurance in the amount of two thousand dollars (\$2,000.00).
- F. Dental coverage for employees and family at the level being provided on January 1, 1997, to be paid in full by the Township.
- G. 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.

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

ARTICLE XXIII  
LONGEVITY

Intentionally Omitted

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 four (4) work weeks in a running year.

ARTICLE XXV  
TERMINAL LEAVE

Terminal leave for any employee who may have been eligible for same at the time of the negotiation of this contract has been specifically and intentionally omitted from this contract and no employee covered by this Agreement shall be entitled to same for any reason.

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 ( $\frac{1}{2}$ ) 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 or her 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.

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

C. Notice of appeal from discharge or suspension must be made to the Township in writing within five (5) working days from the date of 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 or she shall be fully reinstated in his or her position and compensated at his or her usual rate of pay for lost work opportunity.

F. Reprimands against any employee's record that are over twenty-four (24) 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 interpretation, 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 Department Head or his or her 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 Department Head or his or her 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 Department Head initiates the action which results in the grievance, the Township Committee liaison shall serve in the place of the Department Head.

### 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

Intentionally omitted

ARTICLE XXXII

SNOW REMOVAL

Intentionally Omitted

ARTICLE XXXIII

LOCKER FACILITIES

Intentionally omitted.

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 Township Clerk. 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 Office 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 Township Clerk, 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 Office 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.

ARTICLE XL  
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 XLI  
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 of the agreement. Upon the expiration of this Agreement, during subsequent negotiations, and until a new agreement is executed, all of the terms and conditions of this Agreement shall remain in effect.

ARTICLE XLII  
SALARIES

- A. The members of the bargaining unit shall receive those salaries set forth in Schedule A to this agreement for the periods specified. Such schedule reflects certain adjustments agreed to during negotiations of this Agreement and the amounts set forth therein shall supersede any amounts which might otherwise be applicable based upon the agreed upon annual percentage increases of \$1,000.00 + 3.5% in 04, \$500.00 + 3.5% in 05, \$250.00 + 3.5% in 06 & 3.5% in 07. The 2003 salary shall be increased by amounts stated in 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 increases in pay established by this agreement.

ARTICLE XLIII  
INCONSISTENT ORDINANCES

- a. 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 In the event that any present or future terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

## Salaries: Schedule A

### DOH

			<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>
				\$1,000 + 3.5%	\$500 + 3.5%	\$250 + 3.5%	3.5%
Joan Bierbaum	12/22/86	44,646.52 + \$2,000	49,314.15	51,557.65	53,620.91	55,497.65	
Hilda Travers	2/19/91	40,067.03 + \$500	43,021.87	45,045.14	46,880.47	48,521.29	
B. Reilly	4/12/93	39,047.51 + \$500	41,996.67	43,953.00	45,750.11	47,351.36	
Arlene Lowe	7/5/94	39,267.30 + \$500	42,194.15	44,188.45	45,993.79	47,603.58	
Sarah Mueller	8/14/95	40,239.00 + \$3,000	45,787.00	47,907.00	49,843.00	51,587.00	
Jeanette Sarka	9/3/96	33,239.05 + \$500	35,954.92	37,730.84	39,310.17	40,686.02	
Sally York	12/3/98	31,481.16	33,618.00	35,312.13	36,806.80	38,095.04	
Jerry Gold		31,028.26	33,149.24	34,826.69	36,304.38	37,575.03	
Linda Santillo		30,471.00 + \$1000	33,607.48	35,301.24	36,795.54	38,083.38	
Joann Roof		27,500.00	29,497.50	31,047.41	32,392.82	33,526.57	
Doreen Elliot			29,497.50				
New hires		-	-	28,000.00	30,015.00	31,583.03	

The following stipends shall be included in the employees regular salary and shall be considered part of base salary for pension and overtime purposes:

Planning Board Secretary	1,500.00	1,500.00	1,500.00
Board of Adjustment Secretary	1,500.00	1,500.00	1,500.00

Board of Health Secretary

1,500.00

1,500.00

1,500.00

# Signature Page

Township of Berkeley Heights

Teamsters Local Union #469

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Date \_\_\_\_\_

Date \_\_\_\_\_