

AGREEMENT

BETWEEN

BOROUGH OF BERLIN

AND

COMMUNICATIONS WORKERS OF AMERICA

AFL-CIO

January 1, 2004 – December 31, 2006

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PREAMBLE

This Agreement, entered into by the Borough of Berlin (hereinafter referred to as the "Employer") and the Communications Workers of America, AFL-CIO, (hereinafter referred to as the "Union") is the sole agreement between the parties.

The purpose of the Agreement is to promote harmonious relations between the Employer and the Union, and establish an equitable and peaceful procedure for the resolution of differences, establishment of rates of pay, hours of work, and other conditions of employment.

The Employer and the Union agree that the working environment shall be characterized by mutual respect and dignity for all individuals

**ARTICLE 1
RECOGNITION**

- A. In accordance with certification by the State of New Jersey, Public Employment Relations Commission ("PERC"), Docket Number R072-004-029, the Employer recognizes the Communications Workers of America, AFL-CIO as the exclusive collective negotiation agent for all regularly employed blue-collar employees in the Department of Public Works serving in the following titles:

Laborer (Probationary 1-6 months)
Laborer ((Post-Probationary – 6 months to 12 months)
Laborer 1
Laborer 2
Laborer 3
Laborer 4
Assistant Mechanic
Mechanic
Junior Foreman
Working Foreman

- B. All managerial executives, confidential employees, supervisory employees, police, casual employees and all other employees of the Employer are excluded from this bargaining unit.

- C. In the event that the Employer decides to create and/or use a new title, that title shall be added to this bargaining unit unless it is clearly that of a supervisory, managerial, or confidential nature. If the Employer creates a new position, prior to filling it, the Employer shall notify the Union of the Employer's views concerning inclusion or exclusion in the negotiation unit and if included in the unit, the salary range that the Employer intends to assign to the position. If the Union disagrees, within two (2) weeks after the Union's receipt of the Employer's notification, the Union may advise of its intent to negotiate. Any dispute as to inclusion or exclusion (i.e., unit composition), if not resolved through face to face negotiations, may be submitted to PERC for disposition pursuant to clarification of unit proceedings. Any dispute as to the salary range to be assigned to the position, if not resolved through face-to-face negotiations, may be submitted to PERC for disposition pursuant to impasse procedures (i.e., mediation and fact-finding).

ARTICLE 2 MANAGEMENT RIGHTS

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

1. Accordingly, the employer retains and reserves unto itself without limitation all powers, rights, duties and responsibilities conferred upon and invested in it prior to the signing of this agreement by the laws and constitution of the State of New Jersey and the United States, including but not limited to the following rights:
 - a. To executive management and administrative control of the Borough government and its properties and facilities and activities of its employees including the authority to regulate scheduling, hours, reduction in workforce in accordance with the provisions of this agreement.
 - b. To hire, discharge and discipline employees for good cause and to determine their qualifications for employment or assignment and to promote and transfer employees subject to the provisions of this Agreement.

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

EMPLOYMENT AT WILL

To the maximum extent permitted by law the employment practices of the Borough of Berlin shall operate under the legal doctrine known, as "employment at will." Within Federal, State law and any applicable bargaining unit agreement, the Borough shall have the right to terminate an employee at any time and for any reason, with or without notice, except the Borough shall comply with all Federal and State legal requirements requiring notice and an opportunity to be heard in the event of discipline or dismissal.

ARTICLE 3
DUES AND REPRESENTATION FEE CHECK OFF

A. In accordance with N.J.S.A. 52:14-15.9e, the Employer, upon receipt of a duly executed authorization-assignment form acceptable to the Employer, agrees to deduct from each pay period, the established Union dues. It is further agreed that the Employer shall remit such deductions to the Union prior to the 10th day of the month following the month for which such deduction is made. Dues shall be remitted by the Employer to the Union, c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 501 Third Street, N.W., Washington, DC 20001-2797 together with a report in computerized format with the following data:

1. Employee Name: Last, First
2. Middle Initial
3. Social Security Number
4. Employee Home Address (Including Zip Code +4)
5. CWA Local Number
6. Work Location
7. Dues Deducted This Reporting Period
8. Gross Weekly Base Wage
9. Full or Part Time Status
10. Gender

A copy of the report listing shall also be sent to the Local President. Dues shall be two (2) hours pay each month based on a forty (40) hour workweek or such other amount as may be certified to the Employer by the Union at least thirty (30) days prior to the month in which the deduction of Union dues is to be made.

B. The Employer further agrees to deduct, in accordance with P.L. 1979, c. 477, as it relates to the agency shop provisions, from the pay of each bargaining unit employee covered by this Agreement who does not furnish a written authorization for deduction of Union dues, a representation fee of eighty-five percent (85%) as certified to the Employer by the Union at least thirty (30) days prior to the month in which the deduction of dues is to be made, commencing as soon as possible after thirty (30) days from the beginning date of employment in a position or from date of rehire.

C. Any public employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the majority representative, under proceedings established and maintained in accordance with Section 3 of P.L. 1979, c. 477, a return of any part of that fee paid by him/her which represents the employee's additional pro rata share of expenditures by the majority representative that is either in aid of activities or caused of a partisan political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any

other benefits available only to members of the majority representative. The pro rata share subject to refund shall not reflect, however, the costs of support of lobbying activities designed to foster policy goals in collective negotiations and contract administration or to secure for the employees represented advantages in wages, hours, and other conditions of employment in addition to those secured through collective negotiations with the public Employer. The Union shall indemnify, defend, and save the Employer harmless against any and all claims demands, suits, or other forms of liability that shall arise out of any of the above deductions. Non-Union members shall pay 85% of basic Union dues.

- D. The Employer further agrees to deduct, upon receipt of a duly executed authorization, Communications Workers of America Committee on Political Education (COPE) contributions and remit to the Union.

ARTICLE 4 UNION RIGHTS

- A. The Union shall be afforded five (5) paid days and five (5) unpaid days to attend Union conferences, meetings, conventions or training sessions. In the initial year of the contract Union Stewards will be permitted four (4) additional paid days to allow two (2) Union Stewards to attend Union Steward training sessions. If there is a change in the Steward and/or alternate two (2) paid days will be allowed in subsequent years for one (1) employee.
- B. Written notice from the Union of the authorization of delegates to utilize such leave time shall be given to the Employer at least three (3) business days in advance of the date(s) of such absence.
- C. The employer shall recognize one (1) Union Steward and one (1) alternate for the bargaining unit. The Union will submit the names of the Steward and alternate to the Employer.
- D. There shall be no loss of pay for employees for time spent either as a grievant, witness, Union representative or Union recorder in any of the following proceedings:
1. All disciplinary meetings or hearings
 2. The Grievance Procedure, which includes arbitration
 3. Departmental Hearings
 4. Unfair Labor Practice matters
 5. NJ Public Employment Relations Commission proceedings
 6. Contract Negotiations and Labor Relations meetings

- E. The duly authorized officers and/or business representative of the Union shall be permitted on Employer premises during working hours for the purpose of adjusting complaints or ascertaining whether this Agreement is being performed.
- F. The Union shall have the right to distribute information dealing with proper legitimate Union business to employees during non-working hours (lunch and before/after work). In addition, the Union shall be provided an area to display a Union bulletin board for the purpose of posting materials relating to Union matters.
- G. The Union shall be allocated a reasonable space for a Union file cabinet for the accumulation and use of literature and resources pertaining to Union business.
- H. Local Union meetings may be held on the Borough premises (Council Chambers or lunchroom) during non-working hours. Location of these meetings shall be dependent upon whatever space is available at the discretion of the Employer. All meetings, whether special or monthly, held during working hours shall not be held without prior consent being given by the Employer.
- I. The Local Union shall have access to the worksite to attend meetings and investigate grievances. The Local Union will provide two (2) days advance notice to the Employer.
- J. Thirty (30) minutes shall allowed by the Employer for the Union to explain to new employees the contents and benefits of a Union negotiated agreement, to discuss the benefits of Union affiliation and to provide them with membership packets and materials which contain information about the Union.
- K. The Employer will provide the Union with an updated bargaining unit list upon request. The Employer will also provide the Union with a copy of the Employer's policy manual and forward to the Union any additions or modifications.

**ARTICLE 5
GRIEVANCE PROCEDURE**

A. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure shall be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any employee to discuss a matter informally with an appropriate member of the administration and have the grievance adjusted without the intervention of the Union.
3. This constitutes the sole and exclusive method for resolving grievances between the parties covered by the Agreement.

B. Definitions: The term "grievance" shall mean an allegation that there has been:

1. A misinterpretation or misapplication of the terms of this Agreement which is subject to the Grievance Procedure outlined herein and shall hereinafter be referred to as a "contractual grievance"; or
2. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Employer, which shall be processed up to the Borough Administrator, and shall hereinafter be referred to as a "non-contractual grievance".
3. The term "employee" or "grievant" as used in this Article shall also mean a group of employees with a grievance, or the Union.

C. Presentation of a Grievance:

1. There shall be no loss of pay for employees for time spent either as a grievant, witness, or Union representative or Union recorder, in any step of the Grievance Procedure.
2. The Union shall be allowed reasonable time off during working hours to investigate each grievance.
3. During Steps 2-4 of the grievance procedure, either party may make a verbatim record through a certified shorthand reporter. Such record is to be made at the expense of the party who makes

it. However, if both parties want a copy of the transcript, the cost of the transcript and the reporter shall be shared equally.

4. A minority organization shall not present or process a grievance.

D. Grievance Procedure:

1. STEP 1

The grievant and his/her designated Union Representative shall present the employee's written grievance or dispute within seven (7) calendar days of its occurrence or within seven (7) calendar days after he/she would reasonably be expected to know of its occurrence, to the appropriate Foreman. Failure to act within said seven (7) days shall be deemed to constitute an abandonment of the grievance. The Foreman shall schedule a mutual hearing date within seven (7) calendar days of receipt of the grievance and shall render a decision in writing to the grievant within seven (7) calendar days of the hearing.

Step 1 may be waived by mutual agreement between the parties.

2. STEP 2

If the grievance is not settled through Step 1, the same shall be presented in writing by the grievant and the grievant's designated Union Representative, to the Department Head within seven (7) calendar days of the written response from Step 1. The Department Head shall schedule a mutual hearing date within seven (7) calendar days of the request for the hearing and render a decision within seven (7) working days of the hearing.

3. STEP 3

Should the grievant disagree with the decision of the Department Head the grievant and the grievant's designated Union Representative, may, within seven (7) calendar days of receipt of the Department Head's decision, submit the grievance in writing to the Borough Administrator, for a hearing. Said hearing will be scheduled at a mutually convenient date and time. Following the hearing a written decision will be made by the Borough Administrator within ten (10) days.

3. STEP 4

Should the grievant disagree with the decision of the Borough Administrator the grievant and the grievant's designated Union Representative, may, within seven (7) calendar days of receipt of the Borough Administrator decision, submit the grievance in writing to the Mayor and Borough Council. The hearing will be scheduled at the next scheduled Council meeting. Following the Council meeting a written decision will be made by the Borough within thirty (30) days.

4. STEP 5

- a. If no settlement of the grievance has been reached between the parties, Arbitration may be brought only by the Union. The Union must file the request for arbitration within thirty (30) working days after the receipt of the Step 4 decision.
- b. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. The Union's decision to request a movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.
- c. The Grievance Procedure may be pursued for those matters involving minor or major disciplinary actions imposed by the Employer on any employee.
- d. Should the Union wish to move a grievance or disciplinary appeal to arbitration, the parties will select an arbitrator from a panel of arbitrators maintained by PERC, in accordance with the selection procedures of PERC.
- e. The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and/or such rules and regulations as may be in effect by the New Jersey Department of Personnel.
- f. The arbitrator shall have the full power to hear the grievance and make a decision, which decision shall neither modify, add to, nor subtract from the terms of the Agreement and the referenced policies. He/She shall confine himself/herself to

the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her, nor shall he/she submit observations or declaration of opinions which are not essential in reaching the determination. The decision shall be rendered within thirty (30) days of the hearing.

- g. The cost of the arbitrator and his/her expenses shall be borne equally by both parties. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same.
- h. The arbitrator may prescribe an appropriate back-pay remedy when he/she finds a violation of this Agreement, provided such a remedy is permitted by law and is consistent with the terms of this Agreement, except that he/she may not make an award which exceeds the Employer's authority. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.
- i. The decision or award of the arbitrator shall be final and binding on the Borough of Berlin and the Union, and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement.
- j. Employee grievances shall be presented on prepared forms. The Grievance Procedure as defined herein, shall be strictly adhered to. Time limits may be waived only by mutual consent of the parties in writing. It is understood that employees must sign their individual grievances.
- k. Grievance resolutions of decisions at Steps 1 through 3 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.

**ARTICLE 6
DISCIPLINE FOR CAUSE**

- A. No employee shall be disciplined by discharge, reprimand, reduction in rank or compensation, deprivation or any professional advantage, or any adverse evaluation of his/her professional services without just cause. Notwithstanding anything to the contrary set forth in this Agreement, and in accordance with N.J.S.A. 34:13A-5.3, nothing in this Agreement shall be construed as permitting negotiations of the standards or criteria for employee performance. Any disciplinary action asserted against the employee, or any agent or representative thereof, shall be subject to the Grievance Procedure set forth in this Agreement.
- B. Discipline shall be progressive in nature, consistent, corrective in intent, and conducted in a private place.
- C. The degree of discipline administered by the Employer in a particular case must be reasonably related to: (1) the seriousness of the employee's proven offense; and (2) the record of the employee and his/her service with the Employer.
- D. Any discipline which results in a removal or suspension pending removal shall not be imposed prior to the employee having an informal hearing with the Borough Administrator, unless there is imminent threat to health or safety.
- E. An employee may have Union representation if there exists reasonable grounds to fear that discipline will occur directly as the result of an interview with an Employer representative. The non-availability of a Union representative shall not serve as a reason to unduly delay the meeting. The representation shall not apply to informal and general discussions of Employer operations and individual performance.
- F. Copies of any disciplinary action and/or specifications shall be transmitted to the Local Union as soon as is feasible but shall not exceed seventy-two (72) hours after such notice.
- G. If the Employer takes disciplinary action against an employee and if the Union files appropriate appeal action, through the grievance procedure, the Employer agrees to provide the Union with copies of all documentation upon which it shall rely to support the disciplinary action within a reasonable period of time before any hearing date scheduled, but no later than forty-eight work hours prior to any hearing date scheduled. Any such documentation which becomes known for the first time within the forty-eight (48) work hour period shall be provided as soon as possible thereafter, prior to the commencement of such hearing.

- H. Any appeal relating to a disciplinary matter must be filed by the employee within twenty (20) calendar days of delivery of the notice of discipline and is subject to the provisions of the grievance procedure. Disciplinary appeals will commence at the Borough Administrator level.
- I. The Employer will establish an Employee Assistance Program to assist an employee with emotional difficulties, and/or drug or alcohol abuse. The program is available to employees upon request and must be pro-active in nature.

ARTICLE 7 SENIORITY

- A. Seniority, which is defined as continuous employment with the Employer from date of last hire, including an employee's leave of absence with or without pay, shall be given due consideration. Newly hired employees shall serve a six (6) month probationary period and the Employer has the option of extending the probationary period an additional three (3) months. Upon successful completion of the probationary period, the employee's seniority date shall be retroactive to the employee's original date of hire.
- B. The Employer shall maintain a seniority list of all employees, copies of which shall be furnished to the Union, upon request. The Employer shall furnish to the Union copies of any changes in the seniority list.
- C. Except for entry level positions in considering employees for promotion to job classifications having a higher rate of pay, seniority shall be the deciding factor, if the employee is qualified for the position.
- D. Seniority shall apply in scheduling overtime based on the ability to perform the functions of the job. A rotational list of qualified employees shall be maintained by the Employer and adhered to in assigning overtime work. Seniority shall also be the deciding factor in regards to vacation leave, personal leave, employment transfers, and temporary job assignments and out of title work.
- E. In the event the employer institutes a layoff action, the Employer agrees to layoff employees in reverse seniority order. During a layoff, an employee may assert his seniority right to bump a less senior employee. Laid-off employees shall be returned to work in seniority order.

**ARTICLE 8
NON-DISCRIMINATION**

The Employer and the Union agree there shall be no discrimination against any employee because of age, sex, marital status, race, color, creed, religion, national origin, physical handicap, political affiliation, political activity, armed forces obligation, sexual orientation, Union membership, or participation in Union activities.

**ARTICLE 9
LABOR/MANAGEMENT MEETINGS**

The Employer and the Union will establish a labor/management committee composed of Union representatives and Managerial personnel. The meetings will be held as needed and scheduled upon a request from either the Employer or the Union. The request for a meeting will also include agenda items for discussion.

All labor/management meeting will be held during working hours.

**ARTICLE 10
EMPLOYMENT OPPORTUNITY POSTINGS**

The Employer will post all employment opportunities, job vacancies and temporary or interim appointments for a minimum of ten (10) calendar days. All postings will be posted on the municipal bulletin board and a copy of the posting will be sent to the Department of Public Works for posting on the Union bulletin board. Interviews for the posted position will be held ten (10) days after the original posting date.

**ARTICLE 11
PROMOTIONS**

Seniority shall be the deciding factor, if promotional candidates are qualified for the position. An Employee, who is given a promotional opportunity on a trial or provisional basis, shall retain the right to be returned to their previous position, if they are not made permanent in the new title or position.

**ARTICLE 12
HEALTH AND SAFETY**

- A. Health and safety is a concern of the Employer and the Union. The Employer and the Union mutually recognize the need for a safe and healthful work environment for all employees.
- B. The Employer agrees to make every effort to ensure optimum working conditions and to provide for the highest standards of workplace sanitation, ventilation, cleanliness, light, noise levels, and health and safety in general. The Employer further agrees to comply with federal, state, and local health and safety laws and regulations.
- C. Either party shall give as prompt notice as can reasonably be given to the other upon discovery of a health hazard.
- D. The Employer and the Union shall communicate and exchange information regarding health and safety hazards of all employees.
- E. The Employer and the Union agree to discuss and resolve Health and Safety concerns via the labor/management committee addressed in Article Nine (9) of this bargained agreement. The purpose of the Committee is to make recommendations to the Employer concerning the improvement or modification of working conditions which represent health and safety hazards to employees.

**ARTICLE 13
COMPENSATION & WAGES**

Employees shall be paid hourly rates as set forth below based upon their job classification as follows:

	12/31/03	01/01/04	<i>1/1/06</i>
Start Rates			
New Hire (Probationary)	\$ 12.65	\$12.90	<i>13.45</i>
Post-Probationary	\$ 13.90	\$14.15	
Laborer 1 (after one year through two full years)	\$ 14.93	\$15.18	
Laborer 2 (third year through fourth year)	\$ 17.08	\$17.33	
Laborer 3 (fifth year through seven years)	\$ 17.80	\$18.05	
Laborer 4 (after seven years)		\$18.40	<i>18.95</i>
Assistant Auto Mechanic		\$18.50	
Auto Mechanic	\$ 19.65	\$20.05	
Junior Foreman	\$ 18.55	\$19.00	
Working Foreman	\$ 19.55	\$20.10	

On January 1, 2005, each employee's hourly rate shall be increased by twenty-five cents (\$.25).

On January 1, 2006, each employee's hourly rate shall be increased by thirty cents (\$.30).

License Compensation Incentives

Passenger Endorsement to CDL

If an employee acquires a CDL license with passenger endorsement they will receive an additional twenty cents (\$.20) an hour increase to their base salary. If increase is paid the employee must complete passenger transportation assignments assigned by the Employer.

C1 License (Basic Sewer License)

If an employee acquires a C1 license they will receive an additional Two hundred and fifty dollars (\$250.00) to their yearly base salary. If the increase is paid the employee must complete all C1 License work assigned by the Employer.

C2 License

If an employee acquires a C2 license they will receive an additional Five hundred dollars (\$500.00) to their yearly base salary. If the increase is paid the employee must complete all C2 License work assigned by the Employer.

T1/W1 License (Water)

If an employee acquires a T1/W1 license they will receive an additional Two hundred and fifty dollars (\$250.00) to their yearly base salary. If the increase is paid the employee must complete all T1/W1 License work assigned by the Employer.

T2/W2 License

If an employee acquires a T2/W2 license they will receive an additional Seven hundred and fifty dollars (\$750.00) to their yearly base salary. If the increase is paid the employee must complete all T2/W2 License work assigned by the Employer.

Certified Public Works Manager Certification

If an employee acquires a Certified Public Works Manager certification they will receive an additional Five hundred dollars (\$500.00) to their yearly base salary.

If the increase is paid the employee must complete all Certified Public Works Manager work assigned by the Employer.

If the employee is reimbursed for any of these licenses or certifications, they will sign an agreement to continue to work for the Borough for an additional two (2) years,

**ARTICLE 14
LONGEVITY PAY**

Employees shall receive longevity pay based upon years of service as follows:

After five (5) years of service	Two percent (2%) of annual base pay
After ten (10) years of service	Three percent (3%) of annual base pay
After fifteen (15) years of service	Four percent (4%) of annual base pay
After twenty (20) years of service	Five percent (5%) of annual base pay

Longevity pay shall be paid in advance no later than January 31st of each year.

Any employees hired subsequent to the date of July 12, 2001, shall not be eligible for longevity pay.

ARTICLE 15 OVERTIME & PREMIUM RATES

Overtime will be paid in cash or compensatory time, at the Employer's option. Overtime will be assigned by seniority on a rotational basis based on an employee's ability to perform the job assignment.

If the Employee is required overtime to complete a project at the end of their work shift, based on an emergent need, the employee will be paid overtime. The Employee is guaranteed compensation of a minimum of one (1) hour at the overtime rate of pay. Non-emergent overtime will be assigned by seniority on a rotational basis. The Employee performing non-emergent overtime work is guaranteed compensation of a minimal of one (1) hour at the overtime rate of pay. The Superintendent is the deciding factor in overtime of non-emergent nature and will endeavor to advise members by 12 noon or as early as possible if overtime is projected for that day.

If an employee is called in to work after the end or before the beginning of their normal work shift, they will be guaranteed payment a minimum of four (4) hours of pay, at the overtime rate.

The workweek shall consist of five (5) days of eight (8) hours each Monday through Friday. No work shall be performed during the lunch period.

For all hours worked up to eight (8) on Saturday and employee shall be paid at the rate of one and-one-half (1 ½) times the rate for the job. For all hours worked more than eight (8) on Saturday, an employee shall be paid at two (2) times the rate for the job.

For all hours worked on Sunday, an employee shall be paid at the rate of two (2) times the rate for the job.

For all hours worked on holidays, an employee shall be paid at the rate of two (2) times the rate for the job in addition to holiday pay.

For all hours worked in excess of eight (8) in a day, an employee shall be paid at one and one-half (1 ½) times the rate for the job. For all hours worked in excess of twelve (12) in a day, an employee shall be paid at two (2) times the rate for the job. For all hours worked in excess of forty (40) per week, and for all hours worked in excess of thirty-two (32) per week in a week when a holiday occurs, an employee shall be paid at one and one-half (1 ½) times the rate for the job.

In order to be eligible for premium rate for scheduled weekend overtime, the employee must work the Friday prior to the weekend. If the employee does not work a regularly scheduled Friday workday, said employee shall forfeit their right to work the scheduled Saturday or Sunday, unless specifically authorized by the Public Works Supervisor.

ARTICLE 16 HOURS OF WORK

Employees who have seniority of two (2) years or more and who report on the first scheduled work day of the week shall be guaranteed forty (40) hours of work each week. All employees who report for work on any scheduled workday at the hour designated shall be guaranteed eight (8) hours' work for the day. This provision shall not apply, when a layoff is caused by reasons beyond the control of the Employer.

The regular work week shall consist of forty (40) hours per week, eight (8) hours a day, excluding a forty-five (45) minute lunch period, five (5) days per week, Monday through Friday inclusive, with the exception of any new employees hired from the inception of this agreement, for whom the five day work week could, at the Borough's discretion, include Saturdays and Sundays. If Saturday and/or Sunday is included in the work week, those days not part of the work week shall be considered premium time. Such weekend scheduling shall not affect the existing operator or call-in rotation. Jobs which require regular weekend scheduling shall be offered to in-house employees first, if deemed to be feasible to the superintendent.

Employees shall be entitled to a meal allowance after four (4) overtime hours, as follows: \$6.00 for breakfast, \$8.00 for lunch, and \$12.00 for dinner. After six (6) hours of additional overtime, the employee shall be entitled to another meal.

ARTICLE 17 HEALTH, WELFARE & PENSION BENEFITS

The Employer agrees to continue the current New Jersey State Health Benefits Plan or a comparable plan. The entire cost of the program, including premium increases shall be borne by the Employer.

The Employer agrees to continue the current life insurance program (this is an Employee funded program).

The Employer agrees to continue the current dental insurance program (this is an Employee funded program).

The Employer agrees to continue the current New Jersey Public Employee Pension Plan.

Notwithstanding anything herein contained, the Employer shall continue to make payments as set forth in this article, subject to the following:

- (a) If an employee is absent because of an illness, off the job injury, on the job injury, or if an employee is laid off, the Employer shall continue to make the required contributions until such employee returns to work, provided said contributions shall not be paid for a period in excess of six (6) months.

The Employer agrees to select and fund a Disability Plan the cost of which shall be funded 50% by the Employer and 50% by the Employee.

ARTICLE 18 LAYOFFS AND RECALL

- A. The Employer may institute layoff actions for economy, efficiency and other related reasons. Layoffs will be based on seniority as detailed in Article Seven (Seniority) of this bargaining agreement.
- B. When it is necessary to lay off employees, the Union and all affected employees shall be notified of the layoff with a minimum of thirty (30) day advance notification.

ARTICLE 19 ACCESS TO PERSONNEL FILE

- A. Employees shall, upon request, have an opportunity to review his/her personnel folder.
- B. Employees shall be given the opportunity to initial derogatory or negative file entries of their job duties. If an Employee desires, they will be allowed to write a letter of explanation concerning any derogatory or negative file entry. The letter of explanation will be placed in the Employee's personnel file.
- C. Minor disciplinary actions shall be purged and removed from an employee's personnel file after a period of two (2) years of the date of the disciplinary action.
- D. Major disciplinary actions shall be purged and removed from a employee's personnel file after a period of three (3) years of the date of the disciplinary action.

ARTICLE 20 HOLIDAYS

All regular employees will be entitled to receive eight (8) hours of pay at the straight time rate for the following holidays:

½ Day Before New Year's Day	Thanksgiving Day
New Year's Day	Friday After Thanksgiving
Washington's Birthday	½ Day Before Christmas
Memorial Day	Christmas
Good Friday	Martin Luther King's Birthday
Independence Day	Veteran's Day
Labor Day	Four (4) Personal Leave Days

If the Borough of Berlin declares a holiday or observance as established by appropriate authority, proclamation, or order, the bargaining unit shall receive holiday compensation.

QUALIFICATIONS FOR HOLIDAYS

1. Straight time according to the regular work schedule of hours shall be paid for regular full-time employees for holidays (not worked) subject to the following conditions:
 - (a) Regular full-time employees, who are confined by a duly certified illness during the entire week in which the holiday occurs, shall be paid straight time for the holiday.
 - (b) When a holiday falls on a Saturday, employees who qualify for the holiday pay shall receive Friday the day before off with pay.
 - (c) When a holiday falls in a Sunday, the following Monday shall be observed as the holiday and employees shall receive a days pay for such holiday.
 - (d) The rate of pay for a holiday shall be at the rate of the job employed at when the holiday occurs.
 - (e) In the event that a holiday shall occur during a vacation week, or in a layoff period, the employee shall receive his holiday pay.

- (f) Employees working on the recognized holidays shall be paid a minimum of four (4) hours pay at two (2) times the rate of the job on which the employee is employed when the holiday occurs. If an employee works over four (4) hours he/she shall be guaranteed eight (8) hours pay at two (2) times the rate of the job on which the employee is employed when the holiday occurs. In addition, employees working on a recognized holiday shall receive eight (8) hours holiday pay at their straight time hourly rate. In order to be eligible for Holiday Pay, the holiday and the first scheduled day following it. If the employee uses a sick day either on the day before or after a holiday, he will be required to submit a doctor's certificate for the absence to receive his/her pay.

ARTICLE 21 VACATION LEAVE WITH PAY

Full-time employees shall be granted vacation leave as follows:

1. After six (6) months to one (1) year – one (1) week of vacation
2. Two (2) years prior to anniversary date – two (2) weeks of vacation
3. Five (5) years prior to anniversary date – three (3) weeks of vacation
4. Ten (10) years prior to anniversary date – four (4) weeks of vacation
5. Fourteen (14) years prior to anniversary date – five (5) weeks of vacation

Entitlement to vacation periods shall be determined from the anniversary date of employment.

All vacations shall be taken during the calendar year earned. Vacation time shall not be carried form one (1) calendar year to the next.

1. An employee whose anniversary date falls subsequent to September 1st of a year when he/she will receive an additional week of vacation may utilize the additional vacation until April 30th of the following calendar year. This is being permitted because vacations are determined form an employee's hiring or anniversary date.
2. In the event that a holiday shall occur during a vacation week, an employee on vacation shall receive an extra days pay of eight (8) hours at this straight time hourly rate for the holiday.

3. Continuous services shall not be broken by strikes or layoffs caused by lack of business, as long as seniority is maintained.
4. Any employee that has been laid off, resigned, quit, or been discharged shall receive all vacation pay up to the date of his termination pro rate.
5. Employees shall be paid forty (40) straight time hours for each week of vacation.
6. Only two (2) employees at a time shall be permitted to take vacation or personal time from November 1st through November 30th, with the exception of Thanksgiving week, during which only one employee shall be permitted to take vacation or personal time. At all other times of the year, three (3) employees at that time shall be permitted to take vacation or personal time.
7. All vacation requests must be submitted to the superintendent of the Department of Public Works no later than April 1st each year.

**ARTICLE 22
SICK LEAVE**

1. Employees will receive sick leave benefits as follows:

Date of hire to six (6) months	zero (0) days
Six months to one (1) year	five (5) days
Each subsequent year	ten (10) days
2. Sick leave may be accumulated up to one hundred and twenty (120) days.
3. Employees absent for three (3) or more days must present a doctors certification upon return to work.
4. During the final six (6) months of employment prior to retirement, an employee may use any unused and accumulated sick days as vacation time for the purpose of retiring early. Said days must be used consecutively immediately prior to the employee's date of retirement.
5. Whenever an employee has used his full allotment of accumulative sick days and is recorded as having no sick days, the borough will require a doctors certificate for each "sick day" taken following the use of the last paid sick day.

6. Each January following the execution of this agreement, the Employer shall "buy back" all sick days exceeding the one hundred and twenty (120) accumulative sick days for each employee. If the employee has banked one-hundred and twenty (120) days, the Employer will buy back up to ten (10) sick days. If the employee has accrued ten (10) sick days in year, the Employer will buy back up to five (5) sick days.

ARTICLE 23 BEREAVEMENT LEAVE

The Employer agrees to grant an employee up to five consecutive days off, without loss of pay in the event of death of an employee's mother, father, sister, brother, child, spouse, grandparents, mother-in-law, and/or father-in-law. The Employer also agrees to grant three (3) consecutive days off, without loss of pay in the event of any other death of any other in-law or relative with whom the employee is residing at the time of death in the family.

The Employer agrees to grant one (1) day off, without the loss of pay, in the death of an employee's immediate aunt or uncle.

ARTICLE 24 JURY DUTY

1. An employee whose service in the capacity of a juror makes it impossible or impractical to work the hours necessary to earn the equivalent of forty (40) hours straight time pay in a regular work week, or the prescribed thirty-two hours straight time pay in a holiday week, or the equivalent summer working hours, may make application to the Employer for the difference between jury duty pay received and his normal weekly earnings.

The Employer agrees to pay such amount upon presentation of due proof by the employee of such jury duty. This article shall not apply to additional days of jury duty assessed an individual as penalty for failure to appear for scheduled jury duty.

**ARTICLE 25
LEAVES OF ABSENCE**

The Employer shall comply with all federal and state laws and regulations concerning the following:

Federal Family Medical Leave Act
New Jersey Family Leave Act
Federal Military Leave

An employee may request an unpaid leave of absence for a period of up to three (3) months based on the review and approval of the Mayor and Council.

**ARTICLE 26
BEEPER/ON-CALL COMPENSATION**

The number one pager shall be assigned on a rotating basis based on the ability to perform the functions of the assignment. The employee assigned the pager will receive two-hundred and fifty dollars (\$250.00) a week in additional compensation.

Employee who are called in to perform work before or after their regular work shift will be guaranteed a minimum of four (4) hours of overtime compensation.

**ARTICLE 27
TRAVEL ALLOWANCE**

Employees who must use their personal vehicle for Borough business, at the request of Employer, will receive a travel allowance equal to the IRS rate.

**ARTICLE 28
CLOTHING AND UNIFORM ALLOWANCE**

The Employer shall provide the following garments to bargaining unit employees:

Seven (7) Tee shirts a year
Shirts, pants, gloves, hats as needed
Work-boots (two pairs up to a maximum total cost of \$250.00)
Coveralls, as needed
Two Sweatshirts per year
Spring and Fall Jackets as needed
Raingear, as needed

**ARTICLE 29
SEPARABILITY AND SAVINGS CLAUSE**

1. If any article or section of this Agreement or of any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of the Agreement and of any supplements or riders thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
2. In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such article or section.

**ARTICLE 30
TRAINING AND EDUCATION**

Upon the approval of the Employer, an employee will receive payment for all fees and tuition for certification and training programs that will advance their career and employment.

License Compensation Incentives

C1 License (Basic Sewer License)

C2 License

T1/W1 License (Water)

T2/W2 License

Certified Public Works Manager Certification

**ARTICLE 31
NO STRIKE/NO LOCKOUT**

In consideration of the Employer's commitment cited in this Article, the Union will not strike against the Employer.

In consideration of the Union's commitment cited in this Article, the Employer will not lockout employees.

**ARTICLE 32
FULLY BARGAINED CLAUSE**

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues, which were or could have been the subject of collective negotiations. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law in the area of collective negotiations, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.
- B. The parties agree that they have fully bargained and agree upon all terms and conditions of employment set forth in this Agreement. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been subject to negotiations.

ARTICLE 33
TERM OF AGREEMENT

This Agreement shall be effective on January 1, 2004 through December 31, 2006 and from year to year thereafter unless either of the parties desires to change same. The party desiring such change, changes, or termination shall notify the other party, in writing, of such desire prior to January 1, 2007 and each first of January thereafter and after such notification negotiations shall commence within thirty (30) days of such written request.

For the Borough of Berlin

Joseph C. Keck
Michael Macomri
Scott Peles
Boys MFB
Robert M. M...

For the Communications Workers
of America, AFL-CIO

J. Allah
Joseph J...
Michael J. Mahara
Vito S. Wally, CWA Rep.
Robert O. Ziegler, Local Rep.
Conrad L. Stude, Pres.

Charles Lortio
Boo Black