

**AGREEMENT**

**BETWEEN**

**THE TOWNSHIP OF BERKELEY HEIGHTS**

**AND**

**TEAMSTERS LOCAL UNION NO. 469**

**DEPARTMENT OF PUBLIC WORKS**

**JANUARY 1, 2014 THROUGH DECEMBER 31, 2018**

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TOWNSHIP OF BERKELEY HEIGHTS DEPARTMENT OF PUBLIC WORKS

This Agreement made this \_\_\_ day of November between the Township of Berkeley Heights (hereinafter the Township ) and Teamsters Local Union No. 469 (hereinafter Union ), represents the complete and final understanding and settlement by the parties of all negotiable issues which were the subject of collective negotiations in connection with the bargaining unit known as the Department of Public Works Blue Collar Unit.

**ARTICLE I - PREAMBLE**

- A. This Agreement, effective as of the first day of January, 2014, 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 this 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 an act is required under this Agreement to be done or performed within a specific period of time, Saturdays, Sundays and holidays shall be excluded in the computation of such period unless otherwise noted.

D. Nothing in the procedures set forth in this Article shall be deemed to abrogate, modify, or otherwise change any 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 Representation issued on July 13, 1987 by the Public Employment Relations Commission in Docket No. RO-87-149, 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 blue-collar workers in the Department of Public Works employed by the Township. Excluded are all employees represented in other negotiations units, Municipal Clerk, Supervisor Department of Public Works, Social Services Director, Recreation Director, Secretary to the Township Administrator, Assistant Finance Officer, Secretary to the Chief of Police, supervisors, managerial executives, confidential employees, craft employees, professionals, fire and police.

The parties recognize that the employees represented by Teamsters Local 469 in the Recreation Commission Workers Unit shall, as of July 1, 2011 become members of the Department of Public Works Unit and shall become employees covered by this Agreement.

### **ARTICLE IV - NON-DISCRIMINATION, NON-COERCION**

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

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

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

**ARTICLE V – DEDUCTION OF EMPLOYEE ORGANIZATION DUES**

A. Pursuant to N.J.S.A. 52:14-15.9e, whenever any unit employee shall indicate in writing to the proper disbursing officer of the Township his or her desire to have any deductions made from his or her compensation for the purpose of paying the employee s dues to the Union, such disbursing officer shall make such deduction from the compensation of such employee and such disbursing officer shall transmit the sum so deducted to the Union. Any such written authorization shall be filed with both the Treasurer s Officer and the Executive Assistant - Administration and may be withdrawn by the employee at any time by 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 to the Union.

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

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

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 position for which the employee is being hired was previously filled by a member of the unit.

#### **ARTICLE VII - NOTIFICATION TO THE UNION**

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

B. Upon written request, the Township will provide the Union with an updated list of covered employees showing name, address, classification and rate of pay once every year.

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

#### **ARTICLE VIII - SUPERVISORY EMPLOYEES**

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

1. To instruct or train employee(s).
2. Demonstrate equipment, methods or procedures.



3. Emergencies as defined by Township Administration or the Director of the Office of Emergency Management.

4. Circumstances where qualified or regular employee(s) do not make themselves available for work or cannot perform the work.

5. To do experimental work on a new job.

6. In all other cases where a bargaining unit employee is not displaced by such assignment of such Supervisory Employee. Such work performance is not intended to deny overtime work to the employees covered by this Agreement.

#### **ARTICLE IX - POSTING AND PROMOTIONS**

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

1. Preference to fill job vacancies will be given to qualified bargaining unit employees before hiring a new employee.
2. The Township, at its sole discretion, shall decide whether a bargaining unit employee is qualified for the vacancy.
3. The most qualified senior employee who bids for a vacant position may receive a trial period. The trial period will be for a period of not less than ten (10) working days. For the purposes of this Article a working day will consist of a minimum of eight (8) hours of work.
4. The maximum trial period for a successful bidder will be ninety (90) working days.

5. At the conclusion of the trial period, the employee will either be returned to his or her former position or will receive appointment to the higher position.
6. However, the Township reserves the right to terminate the trial period between the tenth (10th) and ninetieth (90th) working day and return the employee to his or her former position in the event the Township in its sole discretion believes that the employee is not qualified to do the job, provided such discretion is not exercised arbitrarily.
7. The Union and the employee will be kept advised of the progress made in learning the new assignment. The Employer will give the employee assistance to successfully meet the requirements of the job. If the employee fails to successfully meet these requirements within the probationary period, the employee shall be returned to his or her former position and shall assume seniority and pay as though the employee had not left his or her old position.
8. In the event that the vacant position requires any certification issued by the state of New Jersey, the Township may deny the application unless the employee possesses the necessary certification(s) or can secure same within any grace period established by statute.
9. This provision does not require the Township to create any new positions and does not limit, in any way, the right of the Township to eliminate job positions in its sole discretion or refuse to allow an employee to hold more than one position covered by this agreement at the same time except as provided herein.

#### **ARTICLE X - PROBATIONARY PERIOD**

A. The term probationary employee shall mean any Township employee having completed less than six (6) 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 six (6) months to assure full qualification for the work. The probationary period may be extended for a period of up to thirty (30) additional days at the sole discretion of the Township upon notification to the Union by the Township Administrator or his or her designee, if needed.

C. During the probationary period, employment may be terminated at any time without assigned reason. Such termination shall be excluded from the definition of grievance set forth in the Grievance Procedure of this Agreement.

D. All new employees shall be required to possess a valid Class B Commercial Driver's License (CDL B) or a validated permit to be hired. In the event a qualified, validated permit holder does not obtain a valid CDL B license within a six (6) month period, with no more than three (3) attempts, employment shall be terminated. Time may be extended in circumstances where NJ MVC scheduling is not able to accommodate the employee with an appointment in such time frame. The employee must take the next available appointment, without exception.

E. For employees hired after January 1, 2014, the calculation for seniority shall begin with the conclusion of the probationary period.

#### **ARTICLE XI – LAYOFF AND RECALL**

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

B. A laid off employee shall have preference for re-employment for a period of twenty four (24) months.

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

## **ARTICLE XII - HOURS OF WORK**

A. The standard work week for employees covered by this Agreement is eight (8) hours of work each day and forty (40) hours of work each week, Monday through Friday. There shall be no split shifts.

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

Sweeper 6:00 a.m. to 2:30 p.m.

All Others 7:00 a.m. to 3:30 p.m.

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 6:30 a.m. to 3:30 p.m. and Friday 6:30 a.m. to 12:30 p.m. with no lunch period. Should all other bargaining units agree, summer hours shall be amended from July 1<sup>st</sup> to Memorial Day.

3. Daylight Saving Time hours. During the official designation of Daylight Saving Time all employees shall work Monday through Friday from 6:30 a.m. to 3:00 p.m. except during the period covered by Summer Hours as set forth in Article XXII Section A 2. At the conclusion of Daylight Saving Time the hours for the standard work day will continue as set forth in Article XXII Section A 1 above.

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

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

B. The Township agrees to guarantee each full time employee a minimum of eight (8) hours work or pay in lieu thereof, each day, Monday through Friday except as modified by summer hours.

C. 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.

D. The Union and the Township agree that it may be necessary to require an employee to work beyond the standard work week. Overtime beyond eight hours in a work day and forty hours in a work week may be authorized by the Director of Public Works or his or her designee and such overtime shall be compensated at the rate of one and one-half (1 1/2) times the employee s prevailing hourly rate of pay in the following instances:

1. All hours spent in the service of the Township in excess of eight hours in a work day or forty hours in a regular work week.

2. All hours spent in the service of the Township on any Saturday.

3. All hours spent in the service of the Township prior to the scheduled starting time provided an employee has worked his or her regular scheduled hours of work for that day.

4. **CALL-OUTS** A call-out shall be defined as any instances in which an employee is requested to report to work before or after his or her regularly scheduled hours. Whenever it becomes necessary for an employee to be called-out on an overtime call, including Saturdays, Sundays and Holidays, such employee shall receive a minimum of three (3) hours work at the appropriate overtime rate. In such event, the employee will be required to remain at work for the three (3) 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 three (3) hour guarantee). In the event the employee is directed to work beyond three (3) hours, the Township agrees to a six (6) hour guarantee. The three (3) 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.

E. Except as forth in paragraph D above, overtime shall be compensated at the rate of two times (2x) the employee s prevailing hourly rate of pay in the following instances:

1. All hours spent in the service of the Township on any Holiday, as listed in the Holiday Article.

2. All hours spent in the service of the Township on any Sunday.

F. Overtime assignments shall be awarded on a rotating basis with the intention of achieving equalization of premium pay earnings within each class of work. Overtime assignments will be compiled by two (2) separate lists; regular scheduled and call-out. There shall be no mandatory standby but all available employees shall make every effort to work emergency overtime when requested. A record of overtime offered, worked and refused, as well as availability for emergency call-out will be kept as part of each employee s personnel history by the department head.

### **ARTICLE XIII – RATES OF PAY**

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

### **ARTICLE XIV – PAYDAY**

A. Employees will be paid twenty six (26) pay periods per year. Checks will be distributed during working hours.

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

**ARTICLE XV – WORKING AT DIFFERENT RATES**

An employee assigned to a classification, as directed by the Director of Public Works or his or her designee, with a higher rate of pay for a period of not less than four (4) hours shall be paid the difference between the rates or three dollars (\$3.00) per hour more (whichever is less) for the entire day including overtime.

**ARTICLE XVI – HOLIDAYS**

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

New Year s Day	Columbus Day
Martin Luther King Day*	Veteran s Day
Lincoln s Birthday	Thanksgiving Day
Presidents Day	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.

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 or her 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.
- F. Upon written request from the designated Union representative the Township may, by Resolution, designate the floating holiday to be used on a particular day, in which event all employees in the unit shall be deemed to have selected such day.
- G. Upon written request from the Township Administrator or his or her designee the Township may, by Resolution, designate Lincoln s Birthday as 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 and shall have Martin Luther King Day deemed a regular holiday.

#### **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 to exceed three (3) days) in the case of the death of his or her: grandparent; parent; spouse; child; sibling; father-in-law; mother-in-law; son-in-law; daughter-in-law; brother-in-law; sister-in-law; step father; step mother; step brother; step sister or grandchild.

2. On the day of burial in the case of the death of his or her: uncle; aunt; nephew; niece; cousin of the first degree.

3. Upon approval by the Township Administrator or his or her designee, an extension of one (1) day may be granted when the deceased is buried in a location outside the State of New Jersey and the employee would be unable to return in time for the normal work day. The Township, at its option, may require proof of location.

#### **ARTICLE XVIII – PERSONAL DAYS**

Each permanent full-time employee shall be entitled to three (3) personal days with pay during any calendar year. Personal days shall be used for personal business including



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

**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 or for the care of a loved one living in the same household. Subject to the following limitations:

1. As of the effective date of this Agreement, each unit employee shall be credited with his or her accumulated unused sick leave
2. Sick leave with pay shall be cumulative. At the end of each calendar year, the employee shall file his or her employee record card with the Executive Assistant - Administration. Any unused sick leave shall be credited to the employee for the next year.
3. Each employee shall be credited with an additional three (3) days sick leave as of January 1 of 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 his or her designee on each occasion of absence due to sickness or disability and must remain available for telephone contact with said department head or his or her designee. 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. The Township reserves the right to request proof of illness or disability at any time. Such proof shall be submitted by the employee to the Director of Public Works or his or her designee and the Township Administrator or his or her designee in a form satisfactory to 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 his or her designee 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 eight hours.

12. Effective for 2010 and thereafter, sick time buy back schedule shall be as follows:

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

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

**ARTICLE XX – ABSENCE WITHOUT PAY**

A. Upon application made to the department head and upon approval of the Township Administrator or his or her designee, for good cause shown, a permanent full-time or permanent part-time employee may receive a leave of absence without pay for a period not to exceed six (6) consecutive months. Said approved leave shall not constitute a break in service, provided, however, that employee benefits shall be suspended for the duration of the 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) year 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 hired prior to January 1, 2014 shall receive for continuous service the following annual vacation with pay:

<u>Completed Service (Years)</u>	<u>Vacation (Days)</u>
20	25 work days
15	23 work days
10	20 work days
5	15 work days
1	10 work days

B. Full-time employees hired after January 1, 2014 shall receive for continuous service the following annual vacation with pay:

<u>Completed Srvc (Years)</u>	<u>Vacation (Days)</u>
21+	24 work days
15	22 work days
10	20 work days
5	15 work days
1	10 work days

C. First Year of Employment - Annual vacation time shall be earned at the rate of one (1) working day for each month of service completed during the first year of employment. This schedule will become effective upon completion of the probationary period and attainment of permanent full-time status.

D. 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 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 five working days may be carried forward to be used in the next succeeding calendar year only.

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

F. 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.

G. In the event of separation from the Township, an employee's vacation entitlement shall be pro-rated based on time served.

#### **ARTICLE XXII: INSURANCE BENEFITS**

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

1. The Township shall offer base medical coverage to Union employees substantially similar to the POS Plan provided under the parties' 2008 through 2013 Agreement. The Township may also offer such other medical plans at its sole discretion.

2. Effective January 1, 2014, employees shall contribute towards the cost of healthcare in an amount that shall be determined in accordance with Section 39 of P.L. 2001, c. 78.

3. Effective August 1, 2010, the Traditional Plan was eliminated. In the event the Township offers a plan with a cost greater than the POS Plan referenced in Paragraph A.1., any employee electing such plan shall pay, in addition to payment specified in Paragraph A.2, the difference in cost per month to the Township based on their coverage.

4. Dental coverage at least equal to the coverage provided under the terms of the parties' 2008 through 2013 Agreement. Any employee electing dental coverage shall

contribute to the cost of such coverage in an amount determined in accordance with Section 39 of P.L. 2001, c. 78.

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

B. The Township shall continue to pay the entire cost of the premiums for the group benefits as described in paragraph A.1. above for those eligible employees, first hired by the Township prior to January 1, 1998, who:

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

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

C. Employees hired prior to January 1, 1998 who retire at age sixty (60) or above and have completed ten (10) or more years in the Public Employee s Retirement System have the option of continuing their health insurance for themselves and their dependents, if any, but not including survivors, by paying the cost of the insurance and a two percent (2%) administrative fee.

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

paid by the Township for coverage beyond 2 months after the date of death arising from the failure to give timely notice.

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

F. The Township shall, in its sole discretion, select the carrier(s) to provide the benefits as set forth herein and shall be free to change carriers at any time provided only that the existing coverage(s) are not reduced without the consent of the unit.

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

H. In the event that an employee elects to waive coverage and provides satisfactory proof to the Township of coverage from another source which is at least equal to that provided by the Township, the Township shall pay to the employee the following:

1. Payment to an employee per year who submitted and/or renews a waiver of the Township s insurance coverage on or before May 20, 2010 shall be \$6,000.

2. Payment to an employee who submits or renews a waiver of the Township s insurance coverage on or after May 21, 2010 shall be 25% of the cost of such benefits to the Township or \$5,000.00, whichever is less.

All such payments shall be excluded from the base salary and shall not be included in pension calculations.

Bargaining unit members who opt out of the Township s insurance plan shall not be liable to pay contractual premium contributions and/or the State mandated contribution.

Employees hired after January 1, 2014 shall not be entitled to payments for waiver of coverage.

**ARTICLE XXIII - LONGEVITY**

No member of the bargaining unit shall be entitled to any longevity payments from the Township under any present or former ordinance or agreement. Any payment being received by any member of the unit on January 1, 1997 which is otherwise denominated Longevity shall be incorporated in that employee's salary and shall not be separately identified thereafter.

**ARTICLE XXIV - JURY DUTY**

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

**ARTICLE XXV - TERMINAL LEAVE**

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

**ARTICLE XXVI - MILITARY LEAVE**

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

**ARTICLE XXVII - JOB-CONNECTED DISABILITY**

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 a physician selected by the Township.

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

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

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

#### **ARTICLE XXVIII – DISCHARGE OR SUSPENSION**

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

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

C. Notice of appeal from discharge or suspension must be made to the Township in writing within five (5) working days from the date of notification of discharge and/or suspension. The appeal shall be heard beginning with Step One of the Grievance and Arbitration provisions of this Agreement.

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

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

#### **ARTICLE XXIX: GRIEVANCE PROCEDURE**

A. A Grievance is hereby defined as any controversy arising over the interpretation or enforcement of the terms and conditions of employment and the terms and conditions of this Agreement, including minor discipline (which is a suspension of five (5) days or less, a written reprimand, counseling notice, etc.) and may be raised by an employee, group of employees or the Union on behalf of an employee or group of employees (hereinafter the employee, a group of employees, or the Union acting on behalf of the employee or group of employees shall be labeled as the Grievant ) or the Township. Any acts constituting major discipline (a suspension of greater than five (5) days) are specifically excluded from this section. All Grievances shall be in writing and in a form agreeable to the Township and Union.

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

1. STEP 1: The Grievance shall be taken up first with the Director of Public Works, or his or her designee, in an effort to resolve the matter within five (5) working days from the occurrence of the event or the date upon which the Grievant should have known of the event. Failure to file a written Grievance with the Director of Public Works or his or her designee within this five (5) day period shall forever bar the Grievance. The Director of Public Works, or his or her designee, shall have five (5) days of being advised of the Grievance within which to respond with his or her decision in writing to the Grievant with a copy to the Union representative.

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

3. STEP 3: If the matter is not resolved at Step Two to the satisfaction of the Grievant, or if no written decision is received within the fifteen (15) days (which shall be treated as an inability to resolve the Grievance), the Union within an additional thirty (30) days from the date the Step Two decision was rendered or from the date when such decision should have been rendered, may submit the Grievance or any portion of the

Grievance to binding arbitration as set forth in Paragraphs (a) and (b) below. If the Township is the party filing the Grievance, it may proceed directly to Step 3 by following the steps set forth below on five (5) days notice to the Union.

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

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

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

B. In the event of a strike, work stoppage, slowdown or other job action, it is covenanted and agreed that participation in any such activity by any employee covered by this

Agreement shall be grounds for disciplinary action which may include suspension or termination.

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

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

#### **ARTICLE XXXI: UNIFORMS**

Newly hired employees who have completed the probationary period and achieved permanent full-time status shall be provided an initial supply of uniform items as listed in Schedule B. An employee provided with an initial uniform supply shall not be entitled to the annual clothing/safety shoe allowance in his or her first year.

The Township shall provide to each permanent full-time employee an annual clothing/safety shoe allowance of \$1,000.00 (one thousand dollars) to be used at the Township-selected supplier. The items of work clothing chosen shall be at the discretion of the employee. However, these items will be within the limits of the Berkeley Heights Public Works uniform requirements.

The time at which the employees shall receive their uniforms each year shall be at the discretion of the Public works foreman.

The employee is responsible to keep these articles of clothing maintained. When reporting to work, articles of clothing will be clean and presentable. Ripped or torn clothing, clothing that does not conform to the uniform requirements, etc. will not be allowed. Violations of the uniform requirements shall be subject to disciplinary action.

**ARTICLE XXXII: EMERGENCY PROCEDURES**

Employees performing emergency work such as Snow Plowing, Sanding, Flood Control, Storm Damage, Natural Disasters, etc. for more than four (4) consecutive hours outside their normal work day may take a paid one (1) hour rest period after each four (4) hours of such work. The Township agrees to compensate the employees with a fifteen dollar (\$15.00) meal allowance for each rest period. The Director of Public Works or his or her designee shall determine when breaks are to be taken. Payment shall be made in the next available pay period.

In the event Township Offices close due to emergency procedures, an employee who is required to remain on duty shall be compensated for the time spent from the close of Township Offices until the conclusion of his or her regularly scheduled shift with one (1) to one (1) compensatory time.

**ARTICLE XXXIII: LOCKER FACILITIES**

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

**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 or advise how the work can be performed safely or will stop the work.

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

tagged so that it cannot be used by other drivers until the maintenance department has adjusted the complaint.

C. The parties agree to establish a safety committee to consist of two union members, the Director of Public works, Assistant Director of Public Works and the Township Administrator or his or her designee. 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. The safety committee shall meet, at a minimum, two (2) times per year.

D. Employees are required to adhere to all OSHA requirements.

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

#### **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 Department of Public Works. The authority of the job steward and alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

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

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

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

a. have been reduced to writing, or

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

B. Job stewards and alternates have no authority to take, or authorize the taking of, strike action, or any other action interrupting the Township's business. The Township shall not hold the Union liable for any unauthorized acts of its job stewards and their alternates. The Township in so recognizing such limitations shall have the authority to impose proper disciplinary measures, including discharge, in the event the shop steward has taken an unauthorized strike, slowdown, or work stoppage action in violation of this Agreement. Stewards shall be permitted to reasonably investigate, present and process grievances on or off the property of the Township, without loss of time or pay. Reasonable time spent in 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 Administrator or his or her designee, authorized agents of the Union shall have access to the Township establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Township's work schedule.

#### **ARTICLE XXXVII: UNION BULLETIN BOARD**

The Employer agrees to provide a bulletin board for the Department of Public Works 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 or her duties to the Township or would tend to impair his or her independence of judgment or action in the performance of his or her duties.

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

**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, 2014 through December 31, 2018 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: SALARY RANGES**

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

**Furlough Days** Upon retirement of all employees affected by the Furloughing Process of 2010, each employee will be paid 25% of the current amount (in 2010) equal to each furlough day taken. (See Schedule D for detail)

#### **ARTICLE XLIII: RETROACTIVITY**

Increases to hourly rates of pay under this Agreement as set forth in Schedule A are retroactive for the period of this Agreement beginning January 1, 2014. Any increases pursuant to ARTICLE XV: WORKING AT DIFFERENT RATES, ARTICLE XXXI: UNIFORMS, and ARTICLE XXXII: EMERGENCY PROCEDURES are specifically excluded from this section.

#### **ARTICLE XLIV: HOLD-BACK TIME**

The Township and the Union agree that all employees hired prior to July 1, 2012 are entitled to an additional forty (40) hours of compensation upon separation from the Township. Said compensation is the direct result of the hold-back week of each employee at the date of hire. Said compensation shall be paid at the rate in effect at the time of separation.

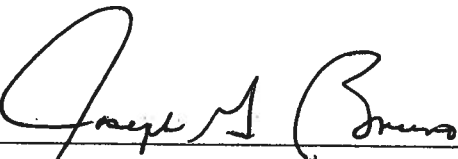
**ARTICLE XLV: INCONSISTENT ORDINANCES**

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

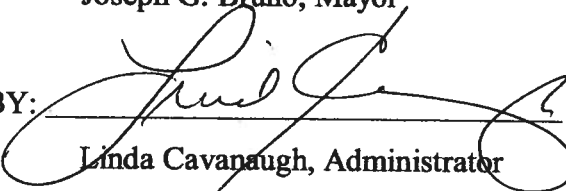
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the dates set forth next to their signatures.

Township of Berkeley Heights

DATE: 8/18/14, 2014


BY:   
Joseph G. Bruno, Mayor

DATE: 8/13, 2014

BY:   
Linda Cavanaugh, Administrator

Teamsters Local Union #469

DATE: 7-31, 2014

BY: 

DATE: 7/31, 2014

BY: 

DATE: 7/31, 2014

BY: 

**SCHEDULE A**

**SALARY RANGES**

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
<b><u>Public Works:</u></b>		
Foreman	65,000.00	78,000.00
Assistant Foreman	60,000.00	73,000.00
<b><u>Roads:</u></b>		
Roads Leadman	50,000.00	68,000.00
Operator - Level 2	42,000.00	65,000.00
Operator - Level 1	40,000.00	63,000.00
Mason	35,000.00	47,000.00
Tree Specialist	35,000.00	47,000.00
<b><u>Mechanics:</u></b>		
Veh. Maint./B&G Foreman*	55,000.00	86,000.00
Chief Mechanic*	40,000.00	50,000.00
<b><u>Buildings &amp; Grounds:</u></b>		
B&G Leadman	40,000.00	50,000.00
<b><u>Recreation:</u></b>		
Recreation Leadman	40,000.00	50,000.00
<b><u>Road/Recreation/B&amp;G:</u></b>		
Laborer - Level 3	36,000.00	47,000.00
Laborer - Level 2	32,000.00	43,000.00
Laborer - Level 1	30,000.00	39,000.00

\* Upon separation of the current Vehicle Maintenance/Buildings and Grounds Foreman (M. DeBisco), the Township and the Union agree that said title shall be removed and replaced by Vehicle Maintenance Leadman. The salary range for the title of Vehicle Maintenance Leadman shall be agreed upon and set at that time. In addition, the title of Chief Mechanic shall be removed and replaced by Mechanic.

No employee shall hold multiple titles at any time.

**PROMOTION:** The movement of any employee through the established titles under Schedule A shall be as follows: An employee must have at least three years experience in the title before advancing to the next higher title. Upon advancement to the next title, an employee shall have his or her salary established as the greater of the lowest salary for said title or receive a five percent (5%) promotional increase to his or her base salary.

**SALARY INCREASES** - The Union and the Township agree to the following yearly salary increases:

2014	2%
2015	2%
2016	2%
2017	2%
2018	2%

**SCHEDULE B**

**UNIFORM REQUIREMENTS**

**Initial Uniform Supply (New Hires):**

**Roads, Recreation and Building & Grounds Divisions:**

- Five (5) pairs of pants (Green)
- Five (5) sweatshirts (High visibility)
- One (1) jacket (High visibility)
- Five (5) t-shirts (High visibility)
- Heavy winter jacket
- Safety shoes (Two (2) pair)

**Initial Uniform Supply (New Hires):**

**Mechanics Division:**

- Five (5) pairs of pants (Navy blue)
- Five (5) sweatshirts (Navy blue)
- One (1) jacket (Navy blue)
- Five (5) t-shirts (Navy blue)
- Heavy winter jacket
- Safety shoes (Two (2) pair)

Permanent full-time employees must maintain their uniforms in conformance with the guidelines above.

**SCHEDULE C**

**INSURANCE BENEFITS**

The following is a listing of employees who may be eligible for benefits as described in  
ARTICLE XXII Sub-paragraph B:

<u>Employee Name</u>		<u>Date</u>
<u>Last</u>	<u>First</u>	<u>of Hire</u>
DeBisco	Michael	October 14, 1975
McMahon	James	November 15, 1988
Padavano	Anthony	August 29, 1994
Ruban	Lance	May 4, 1992
Schulze	Christopher	January 8, 1996



**SCHEDULE D**

**FULOUGH PAYMENTS**

The following is a listing of employees who may be eligible for furlough payments upon retirement from the Township and each employee's corresponding payment calculation:

<u>Employee Name</u>		<u>Hours</u>	<u>Hourly</u>	<u>Sub-</u>	<u>25%</u>
<u>Last</u>	<u>First</u>	<u>Furloughed</u>	<u>Rate (2010)</u>	<u>Total</u>	<u>Payment</u>
Adriaanse	Tyler	56	\$ 15.30	\$ 856.80	\$ 214.20
Cochario	Doanld	56	17.34	971.04	242.76
DeAnna	Matthew	56	15.78	883.68	220.92
De Bisco	Michael	56	34.11	1,910.16	477.54
Dreitlein	Kevin	56	17.34	971.04	242.76
Duda	James	56	15.80	884.80	221.20
Mancino	Anthony	56	15.78	883.68	220.92
Mazza	Vincent	56	15.80	884.80	221.20
McMahon	James	56	27.04	1,514.24	378.56
Padovano	Anthony	56	25.08	1,404.48	351.12
Pozniak	Brian	56	15.80	884.80	221.20
Remington	Steven	56	18.09	1,013.04	253.26
Ruban	Lance	56	27.17	1,521.52	380.38
Schulze	Christopher	56	24.40	1,366.40	341.60

