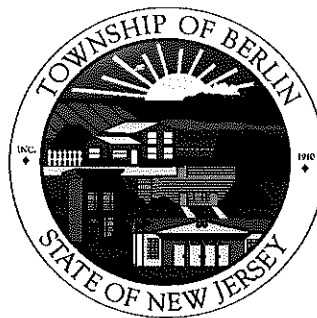


AGREEMENT BETWEEN
TOWNSHIP OF BERLIN, NEW JERSEY
AND
BERLIN TOWNSHIP DEPARTMENT OF PUBLIC WORKS
EMPLOYEE ASSOCIATION
FOR THE PERIOD OF
JANUARY 1, 2022 TO DECEMBER 31, 2024



PREAMBLE

This agreement made between the Township of Berlin, herein after referred to as the "Township", and Berlin Township Public Works Department Employees Association, hereinafter referred to as the "Association", has as its purpose the improvement and promotion of harmonious employer/employee relations between the parties, the establishment of equitable and peaceful procedures for the amicable resolution of all disputes and grievances, and the determination of wages, hours of work and other terms and conditions of employment.

ARTICLE 1- REPRESENTATION

The Township hereby recognizes the Berlin Township Public Works Department Employees Association as the sole and exclusive bargaining representative of the full-time employees of the Berlin Township Public Works Department. Employees may elect up to two (2) Association representatives from amongst themselves. Said representatives may be present at any disciplinary or grievance hearing as provided for in the Township Employee Personnel Policy Manual.

ARTICLE 2- CONTRACT PERIOD

This agreement shall be in effect, retroactive to January 1, 2022 and shall remain in full force and effect until December 31, 2024.

ARTICLE 3- WORK SCHEDULE

The regularly scheduled work week shall consist of five (5) eight (8) hour days, Monday through Friday. The parties agree that the Director of Public Works and the Mayor will schedule the hours and have the sole discretion to change same. The regular starting time of work shifts will not be changed without reasonable notice to the affected employees. During the period from a) the date of this Contract to March 13, 2022, b) between November 7, 2022 and December 31, 2022, c) between November 6, 2023 and December 31, 2023 and d) between November 4, 2024 and December 31, 2024, work will commence at 7:00 a.m. with unpaid lunch period between 12:00 p.m. and 12:30 p.m. and the end of the work day being at 3:30 p.m. Work will commence at 6:00 a.m. with unpaid lunch between 11:00 a.m. and 11:30 a.m. and the end of the work day at 2:30 p.m. for all of the other weeks of the year.

Employees will be able to make a snack stop at a local store on the route to the job site, in the morning session, which does not coincide with the hour before the lunch period and shall be limited for a total of 5 minutes per day.

On Fridays, when the start of the work day is 6:00 a.m., the employees will work through lunch with no breaks and complete the work day at 1:30 pm. On those Fridays, during the period when the work day starts at 7:00 a.m., the employees will work through lunch with no breaks and complete the work day at 2:30 p.m.

ARTICLE 4- OVERTIME

Due to the Public Safety responsibilities of the Department all employees must be available for a call in, at the phone numbers which they have provided to the Township, for overtime hours when a potential emergent or inclement weather conditions is forecast, pending, imminent and during the full course of the event. Employees, which are on vacation, sick or have taken a personal day on the day of the event will not be contacted on the first round of call in. If an insufficient number of employees are available from the first round of call to fill the overtime positions, those employees which are off from work on that day will be contacted to work the event for overtime hours.

During the course of an emergency or inclement weather event, the employees, which are present for the event, will be required to remain at the Township designated facility for any breaks, rest periods, etc. The Township may offer food and drinks to employees, during an emergency and/or inclement weather event, at the discretion of the Township, when determined to be appropriate and only after the employee has worked over six (6) continuous hours of overtime during the event.

Overtime hours will be offered first by seniority to the employees qualified for the type of work to be done, then by seniority to the remaining employees. In the event that the entire seniority list is exhausted and there are not adequate employee volunteers to fill the needs of the Department, the Director shall assign overtime to qualified employees on an inverse seniority basis.

Overtime refers to any time worked beyond the regularly scheduled forty (40) hour period starting 12:00 a.m. Monday and ending on 12:00 p.m. Sunday of the same week. Overtime hours will be used to complete the forty (40) hour work period during a week when the employee working the overtime hours has been docked time for any reason. Any employee using vacation, sick or personal time during a day in which overtime is available will not be included in the first round of calls to fill the overtime positions; but will be included in any additional rounds of calls to fill those same overtime positions. The first-round exclusion will not be valid in emergency situations. Overtime shall be authorized by the Mayor or the Director of Public Works.

Overtime compensation shall be paid at the rate of one and one half (1.5) times the employee's usual hourly rate for work performed over forty (40) hours and at the rate of double the employee's usual rate for work performed over forty-eight (48) hours in a given work week. If an employee is called in to work overtime for any reason, and is at work for less than one hour, that employee shall be paid for one full hour.

If an overtime event carries over into the following Monday, without interruption, those overtime hours will be considered to be part of the previous week, when calculating time for 1.5 and 2.0 times the hourly rate. For example, if a storm event occurs and an individual is called in on a Sunday where they work 7.0 hours on Sunday but carries into the following Monday morning for three more hours (3:00 a.m.) the employee will receive 8.0 at 1.5 time and 2.0 hours at 2.0 time the regular hourly rate. If this matter occurs, these overtime hours for the following week will not be

included with any overtime hours for that following week, i.e., an employee cannot use the hours for 2.0 times within the same week for two different overtime pay periods.

Employees are required to work the time period designated by the Township for the monthly resident drop off day on the designated Saturday of the month. Each employee will be assigned a specific month of service, based on the drawing of a name for each month, which drawing will occur before February 1 of each year.

During non-emergency and non-weather related events, such as leaf collection and special scheduled municipal events, the Director or Deputy Director shall determine and inform each employee, in advance, of the number of overtime hours to be worked by said individual for each one of these type of events.

ARTICLE 5 - VACATIONS

Vacation scheduling shall coincide with the calendar year and shall not overlap from one year to the next. Any employee, hired during the calendar year, will be given vacation days on a prorated basis to cover the time worked prior to January 1 of the following year after the date of hire. Vacations scheduled at least one year in advance will be subject to availability by date of request, any requests for more than forty (40) hours will be addressed by the Mayor and Director. Vacations scheduled thirty (30) days prior to January 1 of each year shall be subject to availability by seniority, except for holiday weeks. After January 1, vacations shall be subject to availability by request only.

A maximum of three employees will be permitted to take a vacation or personal day, at any given time, except for the last Monday of each month where a maximum of two employees will be permitted to take a vacation or personal day.

Requests for vacation and personal time for the months of November and December may only be submitted for those days, in which the above mention vacation/personal day slots are still open. If an individual has remaining vacation and personal days and has not used those days, due to the failure to request days within the prescribed request period and/or the days being blocked by the assignment of the remaining days to other employees, those remaining vacation and personal days will be relinquished by that employee, without any compensation to the employee. Unused vacation days cannot be carried over to the next calendar year and will be relinquished by the employee.

The sewer members consist of F. Carns, T. McKay and Daulton Law. Only one member of the sewer crew can take vacation or personal time, at any given time. Other employees of the Department, which have been determined by the Public Works Director or Deputy Director to be qualified for sewer-related tasks, may also serve in the crew and/or sewer on call. The person assigned for sewer on call for the assigned period of time cannot take vacation or personal time while they are on call, unless on call arrangements are made with another sewer- qualified employee and pre-approved by the Director.

The Mechanic is Ben Nicoletto.

The Director shall determine the number of employees able to schedule vacations during any given week. Vacation time must be scheduled at least two (2) weeks prior to the date requested and cannot be used or substituted for sick time, unless approved by the Mayor.

No employee shall schedule more than two (2) weeks of vacation consecutively, at any time of the year.

Unless serving under the terms of a probationary period of employment, full-time employees with continuous employment shall be entitled to the following annual vacation period with pay:

- A. During the second half of the first calendar year of continuous employment, the employee shall receive five (5) vacation days.
- B. During the second, third and fourth calendar years of continuous employment, the employee shall receive ten (10) vacation days, annually.
- C. During the fifth, sixth, and seventh calendar years of continuous employment, the employee shall receive twenty (15) vacation days, annually.
- D. During the eighth, ninth, tenth and eleventh calendar years of continuous employment, the employee shall receive twenty (20) vacation days, annually.
- E. During the twelfth calendar year of continuous employment and thereafter, employees hired before January 1, 2013 shall receive twenty-five (25) vacation days, annually, and employees hired after January 1, 2013 will continue to receive twenty (20) vacation days, annually.

ARTICLE 6 – PERSONAL DAYS

Four (4) Personal days per year shall be provided at the employee's option, provided one week's notice in writing shall be given to the Director of Public Works. This written notice shall not be necessary in special situations in which case the employee is responsible to explain the nature of the situation to the Director, who will in turn make the decision as to whether the personal day is allowed. The four (4) Personal days shall be limited to one (1) calendar year and shall not accumulate beyond that time.

Personal days cannot be taken the work day before and/or after a holiday.

ARTICLE 7 - SICK LEAVE

All full-time employees shall be entitled to the following sick leave with pay:

- A. Unless serving under the terms of a probationary period of employment, full time employees shall receive twelve (12) days of annual sick leave, to be used for their own or the employee's immediate family member's sickness or illness.
- B. Unused sick leave shall be accumulated from year to year. However, it can only be used for that purpose and cannot be considered or used as vacation or personal time. Accumulated sick time can only be used with the approval of the Mayor or the Departmental Council Liaison and shall not be bought back by the Township.
- C. If an employee is absent due to illness for three (3) consecutive days, and also at the discretion of the Director, the Township shall require acceptable written medical evidence on a form describing the nature of the illness and the length of time the employee was or will be absent. Failure to do so will result in loss of pay for the period of absence and may be cause for disciplinary action.
- D. An employee who does not expect to report to work because of illness or for any of the reasons set forth herein shall notify the Director of Public Works or his designee, by calling the Public Works Office telephone, the Director's work cell phone or the Deputy Director's cell phone within the one-half hour immediately preceding the commencement of that work day. The employee must state the reason(s) why they are unable to be present for work that day. A notice of call out, left on the answering machine at the Public Works Office or sent to the Director or his designee, via text, voicemail, email or other similar forms of communication are not acceptable and will be considered to be failure of notice of call out and subject to disciplinary action. The following disciplinary action shall be taken for an employee, which fails to leave a proper notice to the Director or his designee.
 - First offense — Loss of pay for the time out and a one-day suspension without pay
 - Second offense — Loss of pay for the time out and a two-day suspension without pay
 - Third offense — Loss of pay for the time out and a three-day suspension without pay
 - Fourth offense — Termination of employment
- E. Employees becoming sick after reporting for work may be required to produce the original of the doctor's note at the discretion of the Director of Public Works.
- F. Cases of excessive or long-term absenteeism may be subject to discipline.
- G. Employees may take a Leave of Absence as is provided in the provisions of the Federal and State Family Leave Act. Any time taken off will be unpaid, and therefore, not charged to the employee's sick time. The employee must meet the requirements of both the Federal and State Family Leave Acts, this written request must be approved by the Mayor and Council.
- H. Employee is out sick on the work day before and/or after a holiday, vacation day and/or personal day, the employee must provide the original medical note from a licensed physician on their

letterhead, dated and the physician's original signature, describing the nature of the illness, diagnosis, treatment and length of time the employee was and/or will be absent.

- I. During the months of November and December, if it becomes evident that frequent absences from work are being taken by a multiple number of employees, on any given day, at the discretion of the Director, an original note, which has been prepared by a licensed physician, is required for each sick day, which is taken during these two months.

ARTICLE 8- CLOTHING

All employees, except for management, are required to wear Township, pre-approved uniforms during normal and overtime work hours. A visible Class 2 safety shirts, sweatshirts, jackets, and/or vests must be worn as part of their employment, at all times, during regular and overtime work hours. Failure to wear the proper Class 2 clothing, at all times, will result in disciplinary action for the individual for each occurrence. ONLY TOWNSHIP APPROVED AND ISSUED SHIRTS, PANTS AND JACKETS SHALL BE WORN BY THE EMPLOYEES DURING ALL WORK HOURS. Sweatpants, sport pants (long or short) or similar style pants are not acceptable and shall not be worn, at any time during working hours. The employee shall provide their own socks and undergarments as they are not considered part of the uniform.

The Township shall purchase the items, listed below, at the time or times of the year, determined by the Township. All uniform items must be ordered by the Township only. Employees shall produce the worn uniform item of clothing and boots, to be replaced, before placing an order with Public Works Director for the requested pieces of uniform. If approved by the Director, the Township will select and order the items, through the vendors which have been selected by the Township.

The uniforms shall consist of the listed minimum and maximum number of each of the following items, if determined to be needed by the employee:

- a. Four (4) minimum to a maximum of Five (5) short sleeve shirts**, annually,
- b. An aggregate of Four (4) minimum to a maximum of Five (5) long sleeve shirts and sweatshirts**, annually. The determination of the number of long sleeve shirts and sweatshirts, totaling five, will be determined by the employee and approved by the Director or Deputy Director, prior to ordering these items,
- c. Seven (7) pairs, total, of long and/ or short pants (work, jeans) with a minimum of three (3) pair of long pants), annually,
- d. One (1) winter jacket**,
- e. One (1) pair of insulated overalls-every 24 months,
- f. Two (2) sets of lightweight overalls for mechanic only, annually,
- g. Township authorized and approved, steel or composite toe work boots must be worn by each employee, at all times, during the work period. Steel or composite toe mud/muck-type boots may be worn when these type boots are appropriate for the task being performed by the employee. A

minimum of two pair and maximum of three pair of work boots (the third pair being a mud/muck-type boot) will be authorized, when determined to be necessary by the Township. A maximum of two pair can be ordered, initially. The purchase of a third pair of boots can only be authorized only after the employee returns the worn pair of boots to and it is determined by the Township that a third pair is needed. The Township must record each pair of new boots prior to the boots being worn. The maximum amount to be allotted towards the purchase of all boots is \$400.00, annually.

*The Public Works Department will inspect each employee's winter jacket, on an annual basis. If determined to be necessary and appropriate by the Township, a new Township approved winter jacket will be purchased for the employee.

** For full time employees, each shirt and jacket shall have the official Public Works Department label and the employee's name, permanently applied at the appropriate locations, on the clothing item.

Each employee will be issued Township approved and issued raingear (jacket and pants). The employee shall properly store the raingear in their locker. When determined to be necessary by the Township, the raingear shall be replaced by the Township, but no sooner than two years from the date of issuance, unless determined to be necessary for safety reasons. The employee will be responsible for replacing the rain gear if determined to be as a result of their negligence.

Each employee shall keep one seasonal shirt, one sweatshirt, one long pair of pants, one pair of personal socks and undergarments, pair of boots, personal wash cloth and towel, in their locker, at all times for a change of uniform, if it becomes necessary for some reason.

Any employee reporting for work, out of uniform or without a full spare uniform, will be sent home to obtain a uniform and shall be docked for the respective time period, while out of work.

Short pants can only be worn when they are appropriate and it is safe for the employee to perform the tasks for that day.

Each employee is solely responsible for the cleaning, maintenance and repair of their uniforms. All employees are required to wear clean, presentable and well-maintained uniforms, each work day.

At the cessation of employment of an Association member and prior to the release of the final paycheck, the member shall return all Township issued uniform items, which includes boots, to the Township.

ARTICLE 9 - FUNERAL LEAVE

The Township shall grant a leave of absence, with pay, for a period not to exceed four (4) days for a permanent employee who is excused from work because of death in their immediate family, as described below. The employee shall be paid their regular rate of pay for the scheduled working hours missed from and including the day of death. Time off with pay, as provided in this section, is intended for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of the immediate family. Immediate family is defined to mean parents, children, spouse, brother, sister, step parents, step siblings, brother-in-law, sister-in-law, mother-in-law, father-in-law and grandparents of the employee. The Township shall grant a leave of absence with

pay for one (1) day to attend the funeral proceedings for a permanent employee who is excused from work because of death of their directly related Aunt or Uncle. If a spouse dies, five (5) additional days will be allowed to attend to personal family arrangements. Special cases will be referred to the Mayor and the Director of Public Works and will be at their sole discretion.

ARTICLE 10 - INJURY LEAVE OF ABSENCE

Any employee who is injured, whether slight or severe, or involved in an accident while working for the Township shall make an immediate report to his supervisor, or as soon as the injury manifests itself to the employee. Notification will also be made to any other appropriate party, which the Township's Insurance Company stipulates. Failure to follow these steps may result in loss of coverage for the injury. An employee injured while working for the Township shall be entitled to Worker's Compensation benefits according to the laws of the State of New Jersey. The Director of Public Works is to be advised of each medical visit on the day following the visit. Employees shall be permitted to use accumulated sick leave in increments to supplement the difference between the amount received as Worker's Compensation benefits and his salary during the period of temporary disability. When approved, accumulated sick leave used for this purpose providing for the employee to retain the remaining sick time for the year. If the employee does not have accumulated sick leave or his sick leave is depleted, then the difference in pay shall not be given to said employee.

An employee who is injured off the job or is discharged from Workers Compensation for a work-related injury and who cannot report for work even after his sick leave has been exhausted, will be directed to a Township appointed doctor to determine his condition and fitness to perform the essential functions of his job.

ARTICLE 11- SENIORITY

Seniority is defined as an employee's total length of continuous service with the employer, beginning with their original date of hire. The employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate, and shall furnish copies of the same to the Department upon request.

In all cases such as, promotions, demotions, layoffs, recalls, vacation schedules (except as noted previously in this contract) and any other situations where substantial employee advantage or disadvantage are concerned, an employee with the greatest amount of seniority shall be given preference consideration, provided the employee has the ability to perform the work involved. An employee's ability level will be based on:

1. Knowledge of the work assignments being considered.
2. Experience performing the work assignments being considered.
3. Prior work evaluations and history.
4. Test results, if one is deemed necessary.

An employee taking unauthorized absence for five consecutive days without notice to the Township shall forfeit seniority and such absence shall constitute a resignation by the employee. An employee

can only be demoted in work classification subject to the disciplinary procedures in this agreement and in the Disciplinary Schedule attached hereto. If demoted, the employee will assume the pay scale of the next lower classification.

ARTICLE 12- HOLIDAYS

The following days shall be observed as normal holidays during the duration of this contract:

- New Years Day
- Martin Luther King Day
- Presidents Day
- Good Friday
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Columb./ Ind. People Day
- Veteran's Day
- Thanksgiving
- Day after Thanksgiving
- Christmas
- Day after Christmas

Holidays, which fall on Saturday or Sunday, shall be celebrated on a predetermined Friday or Monday, except for National Holidays celebrated on a Monday. Employees must work either the day before or after the holiday when so scheduled and must obtain a doctor's note if absent on those days. Failure to do so may result in a loss of pay for the holiday and/or may be cause for disciplinary action.

The employer has the option of offering a floating or alternate day in lieu of the scheduled holiday, provided this is acceptable to the affected employees.

ARTICLE 13- JURY DUTY

An employee scheduled to serve Jury Duty, for the County, State or Federal Court, shall provide a copy of the notice for service, immediately after receipt. The employee, who is required to serve Jury Duty shall receive their rate of pay provided they supply the Township with written proof from said Court for the time spent on Jury Duty. If the Courts do not direct the employee to serve jury duty on the stated date(s), the employee shall be present for work at the Public Works Department, that day.

ARTICLE 14- STRIKES AND LOCKOUTS

In addition to any other restriction under the law, the Association will not cause a strike or work stoppage of any kind, nor will the employees take part in any strike, intentionally slow the fate of work, or in any manner cause interference with or the stoppage of the Employer's work. The Employer shall not cause any lockout.

If either of the parties or if any person violates this section, then such parties or person shall be responsible for any damages resulting as a matter of consequence of such action and such damages may be recovered by appropriate action instituted in the County Court of Camden or Superior Court,

Law Division, Camden County. This paragraph is not to be construed to broaden or limit the legal remedies available to either part for breach of this contract.

ARTICLE 15- SAFETY AND HEALTH

The Employer shall at all times maintain safe and healthful working conditions and will provide employees with any training, tools, rain gear or devices reasonably necessary in order to insure their safety and health.

ARTICLE 16 – USE OF CELLULAR PHONES

The use of cellular phones, while driving and/or performing public works tasks, is dangerous to the individual and others and is not permitted. The use of personal cellular phones or similar communication devices for personal use for conversation, texting and any other form of communication, during work hours, is strictly prohibited. Employees shall make arrangements with all personally-related parties to contact the Public Works Department Office, if there is an emergent need to contact an employee during work hours. The office staff will, then, contact the employee and inform them of the message. An employee, found to be using a cellular phone for personal matters, during work hours, will be required to submit the cellular phone to management at the beginning of each work period and it will be returned to the employee at the end of said work period. An employee, which is found to have used their cellular phone for personal reasons, during work hours on a second occurrence, is subject to termination of employment. Employees are required to possess and answer their cell phones for calls for Public Works Department related matters during work hours and when emergency and inclement weather conditions are pending and imminent and during the course of the event.

ARTICLE 17 - EQUAL TREATMENT

The Employer agrees there shall be no discrimination or favoritism for reasons of sex, age nationality, race, religion, marital status or political affiliation. All employees shall have the same opportunity for training in the use of Public Works equipment.

ARTICLE 18 - WORK RULES

The Employer may establish reasonable and necessary rules of work and conduct for the employees. Such rules shall be equitably applied and enforced.

ARTICLE 19- DISCHARGE AND SUSPENSION

The Township shall have the right to dismiss or suspend an employee who was hired before January 1, 2016, for just cause. Just cause shall include but not limited to violations of rules and regulations of the Township, which are adopted and are in full force and effect at the time of discipline.

Notwithstanding any other provision contained in this Agreement to the contrary, any employee hired on or after January 1, 2016, shall be deemed "at will" and may be terminated by the Township at any time for any reason or no reason, except as otherwise prohibited by law, without incurring legal liability.

In the event the grievance procedure is utilized and it is determined that the suspension or discharge was not with just cause then that determination shall provide whether reinstatement of the employee is with or without full or partial back pay. The determination of reinstatement with back pay shall entitle the Township, nevertheless, to credit for any wages or compensation earned by the employee outside the employment of the Township during such suspension or discharge in accordance with applicable laws.

ARTICLE 20 - LATENESS

Any employee who reports for work after the start of his shift shall be considered late. However, a grace period of five (5) minutes shall be permitted, provided that the use of the grace period shall not be used excessively. Any lateness beyond the grace period or following excessive use of the grace period will be considered a chargeable lateness, for which loss of pay will result. The time deducted shall be rounded to the nearest quarter hour after the first fifteen (15) minutes. Any time late during the first fifteen (15) minutes will result in a quarter hour deduction. Employee who has four (4) or more instances of lateness, after the designated start time in a calendar year period shall not be eligible to receive the monetary bonus, which is typically issued during December of each calendar year. Excessive lateness could result in termination of employment.

ARTICLE 21- SCHEDULE OF DISCIPLINE

See Schedule Two

ARTICLE 22 - GRIEVANCE PROCEDURE

Employee salaries, the size of the work force, the work schedule and any matter for which provision has not been made in the adopted budget is not a grievable matter.

Any grievance dispute that might arise between the parties with reference to the application, meaning or interpretation of this agreement shall follow the policies and procedures, which are stated in the Township Employee Personnel Policy Manual.

ARTICLE -23 GENERAL PROVISIONS

DEPARTMENT

It is agreed by the Township that the provisions of this agreement shall be in effect in the Public Works Department throughout the life of this agreement. Any full time Public Works employee after being employed thirty calendar days, in a permanent position, shall be covered by this agreement and shall become and remain a member of the Public Works Department Association.

EMPLOYEES

All employees, while employed by the Township, are required to have a means of communication with the workplace. Any long-term failure to meet these obligations shall be cause for suspension of employment. The employee, after reestablishing the missing requirements, may be rehired when an opening occurs.

All employees are required to have a Commercial Driver's License (CDL). Newly hired employees are expected to obtain the CDL within the shortest possible period, which is determined to be reasonable by the Township, of their date of hire. Failure of the newly hired employee to obtain the CDL, within the reasonable time period, determined by the Township, will result in termination of employment.

All employees, working in the sewer crew and/or sewer on call status, must possess a valid CDL tanker certification.

The Township shall reimburse the employee for:

- A. The cost of the initial testing (Basic Knowledge & Air Brake Portions) of the CDL
- B. First year's CDL issuance fee
- C. The cost, specifically, for the renewal of the CDL only
- D. Any additional endorsements required by the Township

In the case of permanent employees, a failure to obtain or maintain a CDL, will result in a re-evaluation of employment status by the Governing Body, which could result in a demotion in work classification or termination of employment. Should the permanent employee obtain the CDL at a later date, he will automatically be reinstated into his prior classification, providing an opening exists.

The Federally mandated Department of Transportation Drug and Alcohol Testing Program, with all its rules and regulations, a copy of which was distributed to each employee, shall become and remain a part of this agreement.

Any employee suspected to be under the influence of drugs or alcohol, while on duty, based on reasonable suspicion will be tested at the earliest possible time by the Testing firm designated by the Township. If results show anything other than a pure negative, the

employee will be terminated, unless the positive test is the result of medically necessary medication which has previously been disclosed to the Director of Public Works.

Mechanic shall provide their own tools at their own expense. The Township shall supply those tools which are designed for use on Township vehicles and equipment. The Township shall consider replacing tools, in kind, broken in the course of work on a case by case basis.

Bulletin Boards will be made available by the Township in the Public Works Department.

Should any portion of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decisions of the court shall apply only to the specific portion of the agreement affected by such decision, whereupon the parties agree to commence negotiations relative to the invalidated portion of the agreement.

It is expected that each employee shall perform all of the assigned tasks, in all areas of the Public Works Department. Each employee shall also be able to operate all equipment and vehicles, while performing the duties.

It is agreed that representatives of the Township and the Association will meet from, time to time, upon request of either party, to discuss matters of general interest or concern, but will not include matters which are grievances. Said meeting shall be initiated by written request of either party, which shall reflect the precise agenda of the meeting.

The jurisdiction and authority of the Township, over matters not covered by this agreement, are expressly and implied reserved by the Township.

The Deputy Director shall serve as the assistant to the Director of Public Works, shall have the same authority to enforce the provisions of this contract as does the Director of Public Works and will stand in charge in the Director's absence. An individual, selected by the Director of Public Works, shall serve as Deputy Director in the absence of the Deputy Director.

ARTICLE 24- HEALTH BENEFITS

The Employer shall provide the options available under the State Health Benefits Plan or a plan that is equal to and not less than said plan, along with Family Dental and Prescription Plan. Health Plan information is available at the Township Clerk's Office. All employees shall contribute the percentage of their base salary toward the cost of their health insurance premiums, as established under the respective State Plan(s).

ARTICLE 25 - ANNUAL REVIEW

Each employee may be evaluated by the Director and/or Deputy Director, and on the performance of the employee as observed by the Director. Results of the annual review shall be discussed, by the Director, with the employee.

ARTICLE 26 - SALARY SCHEDULE

The hourly rates will be listed in Schedule 1 increasing at a rate of 2%, annually for 2022 from the hourly rates for 2021 for said positions and increasing at an annual rate of 2% for each subsequent year.

Unless otherwise specified in the offer of employment and agreed upon by the Township and the newly hired employee, all new employees will be placed on probationary status for a period of six (6) months or more, as determined by the Township, at the time of the hiring of the individual. New employees will receive no benefits until the initial waiting period, stipulated by the Township Insurance carrier, has elapsed.

After the required probationary period, the employee is entitled to a promotion, if they have demonstrated that they have the knowledge, capabilities and experience of, at least, a Class 4 Laborer position. If promoted to the Class 4 Laborer position, the employee must remain in the Class 4 Laborer position for a minimum period of six (6) months from the date of initial service at the Class 4 Laborer position, before being considered for any other position of promotion.

Employees, which are serving on sewer standby, will be compensated at a rate of \$225.00 per month for any month in which they are assigned. Payment for standby service will be made, at the end of the month of service.

The assigned employee, which is assigned for standby for the month, must serve the full term of the month, unless otherwise approved by management, in advance. The Township will not make adjustments in the monthly standby compensation for those substituting individuals. Payment for the standby service will be made after the end of the month of service. The employee assigned to standby duty must be available 24 hours/day and must keep in their possession, at all times, the fully operating sewer standby communications device(s). The employee must be able to be present at the necessary location, within the Township, within a maximum of 60 minutes of receiving the notifications on the sewer standby communication device. As a backup to the sewer standby communications device, the employee shall keep their personal communication device available and operating for contact and notification. Failure of the sewer individual standby employee to answer and respond to the notification, within the required time period is cause for disciplinary action with a one-day suspension for the first offense, two-day suspension for the second offense and five-day suspension for the third and subsequent offenses and removal from eligibility to serve as a sewer on call employee.

ARTICLE -27 - LAYOFF AND RECALL

- A. In the event it becomes necessary to lay off for reasons of economy and efficiency, temporary, seasonal, hourly and part-time employees shall be laid off first in that order, and then full-time employees shall be laid off in the inverse order of their seniority.

- B. In the event an employee is scheduled to be laid off and there exists a vacant position in another title, regardless of salary, and the employee has the proven ability and can meet the qualifications, Township seniority shall prevail in assigning such employees scheduled to be laid off under the terms of the position.
- C. Five (5) working days' written notice of layoff shall be given to the affected employees where such notice is economically feasible, except in cases of emergency. The Township reserves the right to pay one (1) week severance pay in lieu of five (5) days' notice. The employee may exercise his right to file for COBRA benefits.
- D. For purposes of this Article, working days shall be defined as Monday through Friday, irrespective of whether the employee worked the day(s) or not.
- E. Laid off employees on the recall list will be offered, in seniority order, the right of recall to any position within his job classification. The employee must accept employment if the recall is the same job held at the time of layoff.
- F. The laid off employee will remain on recall list for twelve (12) months from the date of layoff. There will be a seventy-two (72) hour mandatory response and return to recall, excluding weekends and holidays, following receipt of notification. Notification will be made via certified and regular mail to the last known address that was furnished by the employee.

ARTICLE 28 - MANAGEMENT RIGHTS

The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limitation, the generality of the foregoing, the following rights:

- 1. The executive management and administrative control of the Township and its properties and facilities. The management and control of the activities of its employees by utilizing personnel in the most appropriate and efficient manner as from time to time may be determined by the Township.
- 2. The determination of work schedules, shifts and number of employees needed for any particular task.
- 3. The determination of alternate, new or improved procedures, techniques, equipment and/or machinery to be utilized in the management and operation of the Township.
- 4. The hiring of all employees; the determination, subject to the provisions of the law, of the qualifications and conditions of continued employment or assignment, the promotion and/or transfer of employees.
- 5. The suspension, demotion, discharge or application of any other appropriate disciplinary action against an employee for just cause according to the law.

6. The laying off of an employee in the event of lack of work or lack of funds or under conditions where continuance of such work would be inefficient and/or non-productive.
7. To reserve the right to itself with regard to all other conditions of employment not so reserved and to make such changes as it deems desirable and necessary for the efficient and effective operation of the Township
8. The exercise of the foregoing powers, rights authority, duties and responsibilities by the Township, the adoption of policies, rules, regulations and practices for furtherance thereof, and the use of judgment and discretion by the Township in connection therewith, shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and the United States.
9. Nothing contained herein shall be construed to deny or restrict the Township of any of its rights, responsibilities, and/or authority under N.J.S.A. 40:69A-115 et seq., or any other National, State or Local laws or Regulation.

SCHEDULE ONE- SALARIES

CLASSIFICATION FOR THE YEARS OF 2022, 2023 and 2024

	2% Increase, Annually		
	<u>2022</u>	<u>2023</u>	<u>2024</u>
Class I Crew Leader	\$28.25	\$28.82	\$29.40
Class 2 Laborer	\$26.53	\$27.06	\$27.60
Class 3 Laborer	\$22.13	\$22.58	\$23.03
Class 4 Laborer	\$19.40	\$19.79	\$20.18
Class I Mechanic	\$30.20	\$30.81	\$31.42
Class 2 Mechanic	\$25.88	\$26.39	\$26.92
Starting Salary	\$18.29	\$18.65	\$19.03

Temporary Laborers will be paid the following hourly rates: \$14.62 in 2022, \$14.91 in 2023 and \$15.21 in 2024.

Hourly rates are subject to adjustment to the minimum hourly rate established by the State of New Jersey if the minimum hourly wage is greater than the noted hourly rate listed in this schedule.

Additionally, each employee hired before March 1, 2016 will receive a \$500.00 allotment in December of each year, provided the employee meets the required provision for lateness for the

respective calendar year. Any employee hired after March 1, 2016 is not eligible for and shall not receive the \$500.00 allotment.

An employee holding a valid Class A CDL will receive an additional \$0.56/ hour in 2022, \$0.57/ hour in 2023 and \$0.58/ hour in 2024, over and above the rate listed above.

Any employee working in a crew with a higher per hour pay rate for three (3) days or more, in any given week, will receive the higher per hour pay rate of that crew for that given week. If an employee is working in a crew with a lesser per hour rate, their pay rate will not be reduced to the pay rate for that crew.

If a position is eliminated, which an employee is serving, and that employee is assigned to another position, that employee will receive the hourly rate for the newly assigned position. If no position is available, employment for that employee will be terminated.

SCHEDULE TWO- SCHEDULE OF DISCIPLINE

The following will result in the discipline action specified, except for those employees, who have been hired on or after January 1, 2016 and are "at will", who may be terminated at any time for any reason as provided in Article 17:

	NATURE	FIRST	SECOND	THIRD	FOURTH
1	Conduct unbecoming a Township Employee	Penalty at the discretion of the employer, based on the severity of the offense up to termination			
2	Theft of property of the Township or another employee	Termination			
3	Removal of Township records or release of confidential information	Termination			
4	Drinking alcoholic beverages and/or using drugs during work hours	Termination			
5	Reporting to work under the influence of alcohol or drugs	Termination			
6	Sleeping during work hours without authorization	5-day Suspension	Termination		
7	Use of cellular phones and other communication devices for personal/private use, during work hours, while operating Township vehicles and equipment and/or while performing Township duties	1-day Suspension plus submission of cell phone to mgmt. at the beginning of each day.	Up to Termination	Up to Termination	Up to Termination
8	Leaving the worksite or work during the shift without permission	1-day Suspension	5-day Suspension	15-day Suspension	Up to Termination
9	Unauthorized operation of tools, machinery and vehicles	1-day Suspension	3-day Suspension	5-day Suspension	Up to Termination

10	Insubordination by refusing a supervisor's direct order	1-day Suspension	3-day Suspension	Termination	
11	Disregard of safety rules- Failure to wear safety equipment	1-Day Suspension	3-Day Suspension	Termination	
12	Failure to maintain safety equipment	Replacement of equipment at employee's expense			
	NATURE	FIRST	SECOND	THIRD	FOURTH
13	Restricting output of work performance	1-Day Suspension	3-Day Suspension	5-Day Suspension	Up to Termination
14	Intentionally recording another employee's time entry or having one's own time entered by another employee	1-Day Suspension	3-Day Suspension	Termination	
15	Engaging in horseplay during work hours	1-Day Suspension	3-Day Suspension	Termination	
16	Harassment of other employees	1-Day Suspension	3-Day Suspension	Termination	
17	Failure to place all refuse containers in an orderly manner, directly behind the curb. Throwing waste containers or waste materials during manual collection	1-Day Suspension	3-Day Suspension	5-Day Suspension	Termination
18	Stopping at home or other unauthorized places, during work hours, without authorization	1-Day Suspension	3-Day Suspension	5-Day Suspension	Up to Termination
19	Abusing or damaging Township property or the property of another employee	1-day Suspension plus replacement costs	2-day Suspension plus replacement costs	3-day Suspension plus replacement costs	Up to Termination
20	Failure to report or turn in tips	1-day Suspension	3-day Suspension	5-day Suspension	Up to Termination
21	Failure to report an injury to the Supervisor immediately following the injury	1-day Suspension	2-day Suspension	3-day Suspension	Up to Termination
22.	Taking more than one and/or longer than 5-minute snack stop in one day. Taking an unauthorized break.	1-day Suspension	2-day Suspension	3-day Suspension	Up to Termination
23	Smoking in an unauthorized area, including inside Township buildings and vehicles	Written Warning	1-day Suspension	3-day Suspension	Up to Termination
24	Failure to perform daily vehicle pre-trip inspection and complete form	Written Warning	1-day Suspension	3-day Suspension	Up to Termination
25	Repeated failure to record own time record	Written Warning	1-day Suspension	3-Day Suspension	Up to Termination

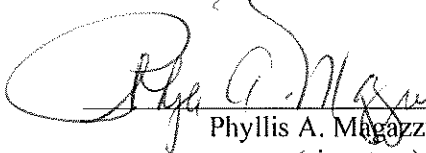
26	Gambling on Township property	Written Warning	1-day Suspension	3-day Suspension	Up to Termination
27	Stopping work early before end of shift	Written Warning	1-day Suspension	3-day Suspension	Up to Termination
28	Creating scrap or poor-quality work due to carelessness	Written Warning	1-day Suspension	3-day Suspension	Up to Termination
	NATURE	FIRST	SECOND	THIRD	FOURTH
29	Taking longer than allotted lunch time	Written Warning	1-day Suspension	3-day Suspension	Up to Termination
30	Creating or contributing to unsanitary condition by poor housekeeping	Written Warning	1-day Suspension	3-day Suspension	Up to Termination
31	Unauthorized soliciting on Township premises	Written Warning	1-day Suspension	3-day Suspension	Up to Termination
32	Use another employee's tools without permission	Written Warning	1-day Suspension	3-day Suspension	Up to Termination
33	Failure to follow specified job instructions	Written Warning	1-day Suspension	3-day Suspension	Up to Termination
34	Inability or unwillingness to work harmoniously with other employees	Written Warning	1-day Suspension	3-day Suspension	Up to Termination
35	Failure to clean and properly store tools and equipment resulting in excessive wear or loss of these items	Written Warning	1-day Suspension	3-day Suspension	Up to Termination
36	Failure to perform Job Site Observation and respective reporting, when direct by the Supervisor	Written Warning	1-day Suspension	3-day Suspension	Up to Termination
37	Failure to wear the required uniform attire	Written Warning	1-day Suspension	3-day Suspension	Up to Termination
38	Intentional non-collection of waste from curbside	Written Warning	1-day Suspension	3-day Suspension	Up to Termination
39	Failure to follow SOP manual	Written Warning	1-day Suspension	3-day Suspension	Up to Termination
40	Intentional non-collection of refuse from the curbside	Written Warning	1-day Suspension	3-day Suspension	Up to Termination
41	Directing residents or others to take actions, which are contradictory to the Township Codes.	1-day Suspension	3-day Suspension	Up to Termination	

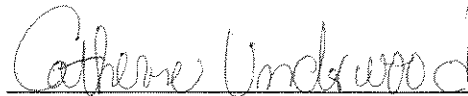
It is agreed by and between both parties that the 2% increase in the hourly rates for 2022 shall be retroactive to January 3, 2022. It is also agreed by and between both parties that the negotiations for the new Contract for the period after January 1, 2025, will commence no later than June 1, 2024 and every effort will be made to resolve the terms of the Contract by November 30, 2024. It is further agreed by the Association that if the Association fails to make a good faith effort to resolve the terms of the new Contract by November 30, 2024, the Township will not be obligated for payment of any increases in pay, retroactive from the date of the signing of the Contract back to the effective date of the Contract.

IN WITNESS THEREOF, the parties hereto have set their respective hands,

And seals this 15th day of March, 2022.

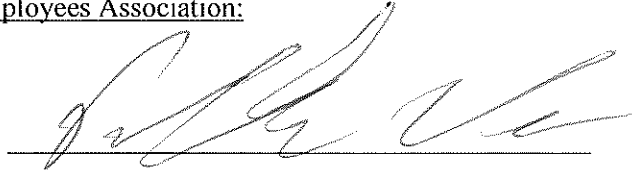
For the Township of Berlin:


Phyllis A. Magazzu, Mayor
(signature)


Catherine Underwood, R.M.C., Township Clerk
(signature)

For the Berlin Township Department of Public Works Employees Association:


Association Representative (print name)


(signature)


Association Representative (print name)


(signature)

This Contract was approved in a Resolution adopted by the Berlin Township Mayor and Council, at a meeting

see attach

**RESOLUTION 2022- 81 RESOLUTION APPROVING THE CONTRACT AND
AUTHORING THE MAYOR TO SIGN THE CONTRACT BETWEEN THE TOWNSHIP
OF BERLIN AND THE BERLIN TOWNSHIP PUBLIC WORKS DEPARTMENT**

WHEREAS, there exists a need for a contractual understanding of employment services to be rendered to the Township of Berlin by the Berlin Township Public Works Department; and

WHEREAS, negotiations for such a contractual understanding were undertaken and completed between representatives from the Township of Berlin and the Berlin Township Public Works Department; and

WHEREAS, the terms and conditions of said contractual understanding are incorporated into a written document identified as the Contract between the Township of Berlin and the Berlin Township Public Works Department as herein above described, be approved subject to review by the Solicitor.

BE IT FURTHER RESOLVED, that the appropriate Township Officials be authorized to sign and execute said contract for the period retroactive as of January 1, 2022 to December 31, 2024.


Phyllis Magazzu,
Mayor


Catherine Underwood,
Township Clerk

It is hereby certified that the foregoing is a true and correct copy of a resolution duly adopted by the Mayor and Council of the Township of Berlin at a meeting held the March 14, 2022.

Dated: March 14, 2022


Catherine Underwood,
Township Clerk