

MEMORANDUM OF AGREEMENT

Agreement made this 26th day of September, 2022, by and between the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 97 (BLUE COLLAR UNIT)** (hereinafter "Local 97" or "Union") and the **TOWNSHIP OF BERKELEY** (hereinafter "Township" or "Employer").

WHEREAS, the Township and Local 97 are parties to a Collective Negotiations Agreement (CNA) covering the period January 1, 2018 through December 31, 2021; and

WHEREAS, the Township and Local 97 have been engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor CNA; and

WHEREAS, the Township and Local 97 have reached agreement on new terms and conditions subject to ratification by the membership of the Union and approval by the Township Council; and

WHEREAS, the negotiating committees for the Township and Local 97 unanimously agree to recommend this agreement for ratification and approval;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertaking herein set forth, the parties agree as follows:

1. Except as herein modified, the terms and conditions set forth in the January 1, 2018 through December 31, 2021 CNA between the Township and Local 97 shall remain in full force and effect.

2. Where applicable, dates throughout the agreement shall be adjusted to reflect the term of January 1, 2022 through December 31, 2023.

3. All typographical errors shall be corrected and non-substantive language shall be cleaned up and / or clarified.

4. ARTICLE V – HOURS OF WORK - SHIFTS

a. Section A: Shall be revised as follows:

The normal work day for blue collar employees whose titles are represented by the Union shall be eight (8) hours of work; there shall be thirty (30) minutes for a lunch period making the daily schedule 8 hours and 30 minutes. The work week shall consist of forty (40) hours. This provides for seasonal changes; prior to effecting a change, the Township shall consult with the Union. All work performed ~~outside of the stated weekly hours over 40 hours in a week or 8 in a day~~ will be paid at time and one-half (1-1/2) of the regular straight time rate. Sundays shall be paid at double the straight time rate. All full-time employees shall have two (2) 15-minute break periods within their respective work day. The first break shall be within the first four (4) hours of the commencement of the work shift; the second break shall fall within the remaining hours of the shift ~~as modified below.~~ Employees shall not be able to utilize the first break by coming in fifteen (15) minutes late, or to ~~Employees shall not be entitled to: (1) leave fifteen (15) minutes early for lunch; (2) extend the lunch period by fifteen (15) minutes; and / or (3) leave at the end of the day early by fifteen (15) minutes by using the second fifteen minute break.~~

b. Section E: Shall be revised as follows:

The Township will pay the employee for out-of-title work from day one at the hourly rate to 5% above their current hourly rate under the following conditions:

- the employee works ~~the full work day~~ a minimum of four consecutive hours in the out-of-title work;
- the work in question is a non-training assignment;
- the employee holds the necessary license for the job and is able to perform the necessary duties;

c. Section F: Shall be revised as follows:

Employees who consistently work at a higher job classification for six (6) months shall thereafter receive the higher title pursuant to Civil Service Regulations. Upon any promotion of a member to a title in a higher grade, the salary increase for said promotion shall be a minimum of 5% more than that member's existing salary.

d. New Section G: Add the following new section:

Any laborer working on the back of a garbage truck for a probationary period of 90 days shall be promoted to the title of Sanitation Worker if they are to continue working in that capacity.

5. ARTICLE VI – OVERTIME

a. Section C: Revise as follows:

All work performed on Saturday will be compensated at the rate of time and one-half (1 ½) provided that the employee has not taken any unpaid days off (other than unpaid job protected leave, e.g., FMLA / FLA leave) during the week of the Saturday work. All work performed on Sunday shall be compensated for at double time and employees will be provided with a minimum of four (4) hours work or pay.

b. Section E: Revise as follows:

Availability for overtime worked shall be posted by the supervisor or his designee. Overtime shall be offered on a rotating basis within a given job-classification Division and dependent on required licenses and experience and all employees may be required to work a reasonable amount of overtime. See attached sheet regarding the four Divisions.

c. New Section F: Add the following new section:

If the Mayor declares a State of Emergency and closes the Township offices then any members required to work shall receive double time.

6. ARTICLE VII – HOLIDAY AND PERSONAL LEAVE

a. Section A(3): Delete:

~~3. — An employee who is out of earned time will not receive the holiday pay.~~

b. Section B: Revise as follows:

Employees shall be entitled to personal leave of up to three (3) days per year with pay on a prorated basis depending on the amount of time the employee has worked during the year. ~~New Employees will be entitled to personal leave as follows:~~

~~After four (4) months ——— 1 day~~

~~After eight (8) months ——— 1 day~~

~~After one (1) year ——— 1 day~~

Said personal leave shall not be cumulative. Part-time bargaining unit members shall receive pro-rata personal days as follows based on their regular weekly hours scheduled versus 40.

~~Total number of days x total hours worked / week / 40 = number of part-timers personal days (e.g., 3 personal days x 20/40 = 1 ½ personal days).~~



The employee shall request a personal leave day at least three (3) calendar days in advance of the day in question, except in cases of emergency.

7. ARTICLE IX – BEREAVEMENT LEAVE

Section A: Revise as follows:

Each employee ~~may~~ shall be granted up to ~~six (6)~~ four (4) consecutive working days leave with pay, one of which shall be either the day of death or the day of the funeral, whichever the employee chooses. ~~The first three (3) consecutive working days with pay, one of which shall be either the day of death or the day of the funeral, whichever the employee chooses. The remaining three (3) consecutive working days of the six (6) days may be granted at the discretion of the Mayor or designee and are not grievable.~~ Immediate family shall include spouse, mother, father, sister, brother, children, mother-in-law, father-in-law, ~~aunts, uncles,~~ grandparents of the employee and grandchildren of employee and spouse. Two (2) days leave shall be granted for the deaths of an employees aunts or uncles and spouse's grandparents.

8. ARTICLE X– VACATIONS

a. Section A: The specific clauses outlined below shall be amended as follows, with all other language remaining the same:

During the first calendar year 1 day per month

...

Beginning the fifth year through ~~nine (9) complete years of service~~ 18 days
Complete years of service

b. Section C(1): Shall be revised as follows:

No vacations will be considered approved until the employee has in his/her possession a ~~copy of the written request approved by the~~ approval by their Supervisor or designee. All requests for vacation leave shall be acted and decided upon within fifteen (15) calendar days of the receipt of such in writing the request by the Township Administrator Supervisor or designee.

9. ARTICLE XI – LEAVES

a. Section A(2): Revise as follows:

All permanent full-time employees covered by this Agreement shall be granted sick leave with pay. During an employee's first calendar year of employment, he will be granted one (1) day for each month of complete service of full-time employment, through



December 31st of that year. Every subsequent January 1st, he will be granted fifteen (15) days of sick leave per year.

b. Section B(4): Shall be revised as follows:

An employee may be entitled to leave under both the FMLA and FLA. When this occurs, the leave simultaneously counts against the employee's entitlement under both laws. Employees on FMLA and/or FLA leave ~~will not~~ shall continue to accrue vacation, sick ~~or~~ and personal days. Employees on FMLA and/or FLA leave ~~will not~~ shall continue to accrue longevity. Employees on FMLA and/or FLA leave will continue to be eligible for health insurance coverage under the Township's policy assuming that such benefits were provided before the leave was taken. Employees taking FMLA ~~and for~~ and / or FLA leave will be required to use all available accrued vacation, sick and personal days during the leave.

c. Section B(5): Shall be revised as follows:

The use of accrued time will not extend the leave period. After exhausting the accrued leave time, the employee will not be paid for the remainder of the FMLA ~~and for~~ and / or FLA leave.

10. ARTICLE XII – INSURANCE

a. Section F: Revise the first and third paragraphs as follows [second paragraph remains unchanged]:

The Township shall provide full family dental coverage to each member ~~of the same coverage which is presently in effect if they select the basic plan. The Township's cost for such coverage is capped at the cost in effect on January 1, 1997. For all other dental plans the member shall pay a percentage of the premium, said percentage being the same as their obligation for major medical and prescription coverage.~~

...

Employees hired after 8/1/18 shall receive the NJ Direct 20/30 plan and all employees shall continue to contribute at the Tier 4 level of P.L. 2018 2011, Chapter 78 for major medical and prescription. Effective January 1, 2023, all employees shall contribute at the Tier 3 level of P.L. 2011, Chapter 78.

11. ARTICLE XIII – EDUCATION

a. Section B: Delete

~~Members shall receive an additional \$500.00 per year for attainment of an Associates Degree.~~

b. Section C: Delete

Members shall ~~receive an additional \$750.00 for attainment of a Bachelors Degree.~~

c. Section D: Delete

~~Employees hired on or after January 1, 1986 shall not be eligible for the additional salary stipends as provided in Sections B and C above. Further, employees currently in the employ of the Township who intend to obtain the salary stipends provided in Sections B and C of this Article must achieve those levels of education advancement by not later than December 31, 1986. After December 31, 1986, no additional stipends shall be granted to any employees of the Township for advanced education. Furthermore, the provisions of Sections B and C above shall only apply if the degree is (a) related to the employee's course of work; and (b) the money is non-cumulative.~~

12. ARTICLE XIV – RETIREMENT BENEFITS

Section D: Revise as follows:

All leave time ~~pursuant to this Section~~ is earned and prorated in any given year. If an employee is separated from service during any year for any reason their leave time is prorated and if the leave has been exhausted, it will be paid back to the Township through payroll deduction.

13. ARTICLE XV – UNIFORM ALLOWANCE

a. Section A: Shall be amended as follows:

The Township shall provide for a uniform allowance to all blue collar employees of \$450.00. ~~This stipend will increase to \$550.00 in 2019, \$650.00 in 2020 and \$700.00 in 2021 each year.~~ All payments under this section shall be paid on or about April 1st of the calendar year. ~~Said uniform allowance shall be in lieu of provision of uniforms and uniform maintenance allowance and shall be prorated for employees based upon service during the year. Only items designated as uniforms of the type determined by the Township shall be eligible for purchasing under this article.~~ All clothing allowance payments shall be made directly through the employee's a distinct payroll check separate from the bi-weekly pay check. Said uniform allowance payment shall be less all applicable deductions.

b. Section D: Shall be revised as follows:

All employees working in hazardous areas shall be provided with safety glasses, prescription if needed. Prescription glasses shall only be paid for once per year and shall be capped at \$400.00.

14. ARTICLE XVI – AGENCY SHOP

Section A: Replace with the following:

The Township agrees to deduct from each employee's pay membership dues in such amounts as shall be fixed pursuant to bylaws and constitution of the Union. The Township shall remit within fifteen (15) days of deduction any and all dues so deducted with a list of such deductions to the Secretary – Treasurer. An employee's authorization for dues deduction shall remain in full force and effect during the term of the employee's employment, unless properly withdrawn. To withdraw from a dues authorization an employee must submit a written request to withdraw from the union to the responsible payroll clerk for the Employer within ten (10) days following the anniversary date of his/her employment. Once the Employer's payroll clerk receives the request, it will notify the union within five (5) business days. The properly filed withdrawal will become effective on the thirtieth (30th) day after the employee's anniversary date of employment. The requirements regarding the Representation Fee shall be applied consistent with the U.S. Supreme Court's June 27, 2018 decision in Janus v. AFSCME Council 31, the New Jersey Workplace Democracy Enhancement Act, and the Responsible Collective Negotiations Act.

An employee may voluntarily agree to pay a representation fee to the Union.

15. **ARTICLE XVII – SALARIES**

a. Section A: Shall be replaced with the following:

Salary increases will be as follows:

Effective and retroactive to January 1, 2022:

1. All steps in the salary guide shall be increased by 3.0%.
2. All employees off guide shall receive a 3.0% increase.

Effective and retroactive to August 1, 2022:

1. All employees shall advance one step on the Salary Guide.

Effective August 1, 2023:

1. All steps in the salary guide shall be increased by 3.0%
2. All employees off guide shall receive a 3.0% increase
3. All employees shall advance one step on the Salary Guide.

All salary increases are retroactive.

For each year of the contract, the minimum and maximum wages in Schedule C shall be increased for part-time employees by three (3%) percent per year.

- b. Section C: Shall be revised as follows:

Automated truck drivers (those drivers who operate the one-armed bandit), effective upon the execution of this Agreement, will receive an extra fifty ~~(\$0.50)~~ seventy-five (\$0.75) cents per hour in pay.

16. ARTICLE XVIII – LONGEVITY

Section C: Shall be revised as follows:

~~Longevity pay shall be paid once per year on November 30th of every year or the pay period nearest to same. If an employee only works part of an anniversary year, the employee's longevity shall be prorated based on the number of months, or part thereof, worked (e.g., longevity prorated by 1/12 x months or part thereof worked~~ added to the members base pay and included in their biweekly pay check.

17. ARTICLE XIX – EMPLOYMENT RIGHTS

Section H: Shall be deleted.

~~No employee shall serve a suspension or any other minor discipline without the employee and the Union Representative being first offered a meeting with the Employer or Employer's representative.~~

18. ARTICLE XX – MANAGEMENT RIGHTS

- a. New Section A(9): Add the following new section:

Subject to the unit work rule and all other legal requirements, the ability to use outside contractors and employees to accomplish work as needed, provided that no Local 97 members are qualified and / or willing and able to accomplish the work.

- b. Section B(3): Amend as follows:

The employees and the Union accept as reasonable, the Township's rule that: (a) employees shall not drink alcoholic beverages or inhale or consume any cannabis products during work time, break time and/or lunch time; (b) employees shall not use controlled dangerous substances during work time, break time and/or lunch time if it prevents them and/or interferes with them ~~from~~ carrying out their duties/work assignments or without a supervisor's acknowledgement and approval. Furthermore, no employee shall come to work under the influence of any of the aforementioned items (alcohol/cannabis/controlled dangerous substances/prescription drugs).

19. ARTICLE XXII – MILEAGE

Amend this Article as follows:

Mileage reimbursement shall be at the rate of ~~\$.20~~ federal rate per mile.

20. **ARTICLE XXVI – DURATION**

Section A: Shall be revised as follows:

This Agreement shall become effective as of January 1, ~~2018~~ 2022 and shall continue in full force and effect through December 31, ~~2024~~ 2023. An employee must be in the active employment of the Township to be eligible for retroactive pay and benefits.

21. **27 PAY ARBITRATION**

In full and final settlement of the arbitration docketed as AR-2020-372, decided by Arbitrator Robert Gifford, the parties agree as follows:

a. Each Local 97 unit member shall receive the greater of 60 hours of compensatory time or the amount awarded by Arbitrator Gifford converted to compensatory time. One half of the amount of time owed shall be provided upon ratification and approval of this Agreement, the remaining half shall be provided on January 1, 2023. Compensatory time provided by this Section shall be used by December 31, 2024.

b. The Township will withdraw any and all appeals / actions to vacate concerning this matter.

c. This agreement shall be in full and final settlement of Docket No. AR-2020-372.

22. **SCHEDULE A**

Tree Maintenance Worker 3 shall be removed from Grade 4 and added to Grade 5.

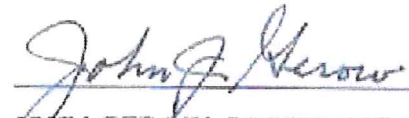
23. **SCHEDULE B**

Shall be revised as set forth in this Agreement.

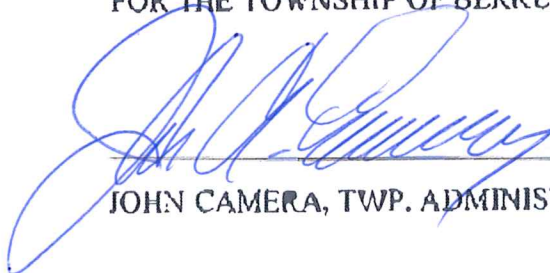
24. This Agreement is subject to ratification by the UCSA membership and approval by the governing body of the Employer.

25. All other proposals of the parties not contained herein are deemed withdrawn.

FOR TEAMSTERS LOCAL 97


JOHN GEROW, PRESIDENT

FOR THE TOWNSHIP OF BERKELEY


JOHN CAMERA, TWP. ADMINISTRATOR


PATRICK GUASCHINO,
VICE PRESIDENT

RESOLUTION NO. 2022-411 -R

RESOLUTION OF THE TOWNSHIP OF BERKELEY, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT AND A COLLECTIVE BARGAINING AGREEMENT WITH LOCAL 97

September 26, 2022

WHEREAS, the Township and Local 97 are parties to a Collective Negotiations Agreement (CNA) covering the period January 1, 2018 through December 31, 2021; and

WHEREAS, the Township and Local 97 have been engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor CNA; and

WHEREAS, the Township and Local 97 have reached agreement on new terms and conditions subject to ratification by the membership of the Union and approval by the Township Council; and

WHEREAS, the negotiating committees for the Township and Local 97 unanimously agree to recommend this agreement for ratification and approval;

WHEREAS, it is the desire of the governing body to authorize the execution of the memorandum of agreement with Local 97, as well as authorize additional action consistent with the terms of the memorandum of agreement.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Berkeley, County of Ocean, State of New Jersey, as follows:

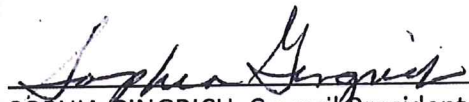
1. That the governing body does hereby authorize the execution of a memorandum of agreement with Local 97, in accordance with the form and terms approved by the Township Labor Attorney, and similar to that which is attached hereto as Schedule "A".

2. That the governing body does hereby authorize the drafting and execution of a collective agreement with Local 97, memorializing the provisions of the memorandum of agreement, and in a form approved by the Township Labor Attorney.

3. That the Township Administrator is hereby authorized to execute and the Township Clerk to attest to the memorandum of agreement, the collective bargaining agreement, and any other documents necessary to effectuate the terms of this resolution.

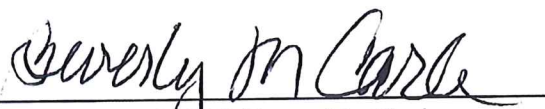
4. That a copy of the agreement referenced herein shall be kept on file and made available for public inspection at the Township Clerk's Office during normal business hours.

5. That a certified copy of this resolution, together with a copy of the agreement, shall be forwarded to: Mayor and Council Members; Local 97; Township Labor Attorney; Business Administrator; and Chief Financial Officer.


SOPHIA GINGRICH, Council President
JOHN BACCHIONE, Council Vice President

CERTIFICATION

I, **BEVERLY M. CARLE, RMC**, Municipal Clerk of the Township of Berkeley do hereby certify that the foregoing resolution was duly adopted by the Township of Berkeley Township Council at a meeting held on the 26th day of September **2022**.


BEVERLY M. CARLE, Township Clerk
Berkeley Township