

PREAMBLE

This Agreement entered into this 26th day of September, 2022, by and between the TOWNSHIP OF BERKELEY, IN THE COUNTY OF OCEAN, NEW JERSEY, a municipal corporation of the State of New Jersey (hereinafter referred to as the "Township") and INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 97 (hereinafter referred to as the "Union"), represents the complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

A. The Township hereby recognizes the Union as the sole and exclusive representative of all the employees of the bargaining unit as defined in Article I, Section B herein for the purposes of collective bargaining and all activities and processes relevant thereto.

B. The bargaining unit shall consist of all blue collar permanent employees of the Township of Berkeley (except as noted herein), but excluding all permanent white collar employees, civilian telecommunications operators, senior telecommunications operators and within the meaning of the New Jersey Employer-Employees Relations Act and "deputy" or "assistant" supervisor positions such as assistant sanitation supervisor, assistant collector, deputy court clerk, etc.

C. This Agreement shall govern all wages, hours and other conditions of employment herein set forth.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

A. Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties.

B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

C. In the event negotiations or grievance procedures are mutually scheduled at any time during working hours, members of the bargaining unit and/or respective committee members shall suffer no loss of regular straight time pay. Bargaining shall be consistent with the provisions of Chapter 123, P.L. 1974 and any amendments as may be enacted from time to time.

D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

E. Nothing herein shall prohibit the Township from modifying those rules, regulations or policies which do not directly diminish salaries or fringe benefits under this Agreement.

F. Parties hereto shall endeavor to begin negotiations on a successor contract 9 months before expiration of this contract. At the conclusion of 5 meetings and if no meaningful progress has been made towards a new agreement, and the current agreement has expired, then all salaries shall be frozen as of December 31, 2021 until a successor agreement has been executed. All other terms of this agreement shall be honored by both parties until there is a new agreement.

ARTICLE III

DISCRIMINATION AND COERCION

- A. There shall be no discrimination, interference or coercion by the Township or any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union shall not intimidate or coerce employees into membership. Neither the Township nor the Union shall discriminate against any employee because of race, creed, color, national origin, religion or political affiliation.
- B. Where the word "he" is used in this Agreement it shall mean both sexes.
- C. No employee shall be reprimanded in the presence of a co-worker, member of the public or other member(s) of the Township staff by any supervisor, department head or Township official without justifiable substantive reason(s).

ARTICLE IV

GRIEVANCE PROCEDURE

- A. For the purpose of this Agreement, the term "grievance" means an appeal by an individual employee or Local 97 on behalf of an individual employee or group of employees from the interpretation, application or violation of the terms and conditions of this collective bargaining agreement.
- B. If at any Step in the Grievance Procedure Management's decision is not appealed within the appropriate prescribed time, such grievance will be considered closed and there shall be no further appeal or review.
- C. Grievance Steps:
 - Step 1.

The Grievance Chairman of the Union or his duly authorized and designated representative shall present in writing the grievance or grievances to the supervisor or his designee. A grievance must be filed within five (5) working days after the event that gave rise to the grievance. The supervisor or his designee shall answer the grievance in writing within five (5) working days. Working days, as set forth herein, shall be defined as Monday through Friday, whether the employee actually works the day(s) in question.

Step 2.

If the grievance is not resolved in Step 1, or if no answer has been received by the Union within the time set forth in Step 1, the Union may present the grievance in writing to the Township Administrator. The Township Administrator shall forward a reply within twenty-five (25) working days of receipt of the first step. The presentation shall set forth the position of the Union, and at the request of either party, discussion may ensue. In the event no answer is received from the Township Administrator within the specified time, then the Union may move the grievance to the Mayor. Any appeal to the Mayor under Step 2 shall be within five (5) working days of the Administrator's response or time to respond. The Mayor shall have ten (10) working days to respond, if he so desires; otherwise, the grievance shall be denied. Working days, as set forth herein, shall be defined as Monday through Friday, whether the employee actually works the day(s) in question.

Step 3.

If the grievance has not been settled by the parties at Step 2 of the Grievance Procedure, or if no answer in writing by the Mayor has been received by the Union within the time provided in Step 2, all submissions to arbitration by the Union must be made within

twenty (20) calendar days of the receipt of Step 2 decision or when a Step 2 decision should have been rendered.

Step 4. Arbitration

If a grievance is not settled under Step 3, such grievance shall, at the request of the Union or the Township, be referred to PERC as mutually agreed to by the parties for the selection of an Arbitrator according to its rules. All submissions to arbitration must be made within twenty (20) calendar days. Attendance at a grievance or arbitration hearing or matter by anyone other than the grievance and Shop Steward shall be permitted only by subpoena, and only if the individual subpoenaed is testifying. No overtime shall be paid for attendance at a grievance or arbitration.

The arbitration proceedings:

- a. The arbitrator shall conduct a hearing and render his decision in writing with findings of fact and conclusions.
- b. The arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement.
- c. The arbitrator shall confine his decision solely to the interpretation and application of the Agreement and shall confine his decision to the one (1) precise issue submitted for arbitration unless the parties agree otherwise.
- d. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.
- e. Rules, regulations, policies or orders of Berkeley Township shall not be subject to interpretation or revision by an arbitrator except if specifically provided by the parties.

f. The decision of the arbitrator shall be final and binding on the parties subject to the rights of the parties with respect to case law and statutes.

g. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally by the parties.

h. Any other costs of the arbitration, including the presentation of witnesses, shall be borne by the party incurring same.

D. Miscellaneous – Advance Step Filing

In the event a grievance affects more than one member, or any class of workers or members, then the grievance shall commence directly at Step 2 by the Union.

ARTICLE V

HOURS OF WORK – SHIFTS

A. 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 over 40 hours in week or 8 in a day will be paid at time and one-half (1½) 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. Employees shall not be able to utilize the first break by coming in fifteen (15) minutes late, or to leave at the end of the day early by fifteen (15) minutes by using the second fifteen (15) minute break.

B. When so elected by the Township, multiple shifts of at least forty (40) hours duration, four (4) or five (5) days, shall be worked. A.M. shift work shall be between the hours of 6:00 A.M. and 8:00 P.M.

C. There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked.

D. A two (2) week notification shall be given by the Township prior to a change in shift except in cases of emergency.

E. The Township will pay the employee for out-of-title work from day one at the hourly rate of 5% above said employee's regular rate under the following conditions:

- (1) the employee works a minimum of four consecutive hours in the out-of-title work;
- (2) the work in question is a non-training assignment;
- (3) the employee holds the necessary license to hold the job and perform the necessary duties.

F. 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 members existing salary.

G. 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.

ARTICLE VI

OVERTIME

A. An employee shall be entitled to overtime at the rate of one and one-half (1½) times his regular hourly rate only after said employee has worked in excess of eight (8) hours in one day or forty (40) hours, in any given work week. Bereavement leave (immediate family) other paid time off and holidays are to be considered as time worked for the purposes of this Section. When the Township requires an employee to work in excess of forty (40) hours per week, the overtime rate shall apply. All work performed in excess of twelve (12) hours in one day shall be compensated for at double time.

B. In the event an employee is called to duty on his normal off-duty hours, he shall be paid overtime at the rate of time and one-half (1½) with a minimum of four (4) hours, provided such time is not contiguous to the employee's work day and provided the employee has not received four (4) hours notice. If the time is contiguous to the employee's work day, the employee will be paid overtime only for the time actually worked.

C. 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 pay or work.

D. Where possible and except in the case of emergency, a two (2) hour notification period shall be given to an employee prior to his working overtime.

E. Availability for overtime worked shall be posted by the supervisor or his designee. Overtime shall be offered on a rotating basis within a given 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.

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

ARTICLE VII

HOLIDAY AND PERSONAL LEAVE

A. Holiday Leave

1. The following shall be recognized as holidays:

New Year's Day
Martin Luther King's Birthday
President's Day
Good Friday
Memorial Day
July 4 (Independence Day)
Labor Day
Election Day
Columbus Day
Veteran's Day
Thanksgiving Day
Friday following Thanksgiving
Day before Christmas
Christmas Day
Floating Holiday

2. The above-mentioned holidays shall be included in the employee's regular pay period.

3. A floating holiday will be considered time worked for the purpose of overtime calculation. Employees seeking to schedule the floating holiday as time off must make a request for the floating holiday not less than three (3) working days in advance which request is subject to approval by the supervisor. An unused, but denied the opportunity to

use it, floating holiday may be carried forward to the following calendar year only if approved by the Township Administrator or designee.

B. Personal Leave

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

ARTICLE VIII

JURY DUTY

An employee who is absent from work because of jury duty or appearing as a witness on behalf of the Township, upon proper evidence of same being presented to the Mayor shall receive full pay; however, all jury pay shall be turned over to the Township.

ARTICLE IX

BEREAVEMENT LEAVE

A. Each employee shall be granted four (4) consecutive working days leave with pay for the death of an immediate family member, one of which shall be either the day of death or the day of the funeral, whichever the employee chooses. Immediate family shall include spouse, mother, father, sister, brother, children, mother-in-law, father-in-law, grandparents of the employee and grandchildren of employee and spouse. Two (2) days

leave shall be granted for the deaths of an employee's aunt or uncle and spouse's grandparents.

B. (1) All such leave will not be taken until the immediate supervisor is notified of the incidence of bereavement.

(2) Proof of death may be required and, if so, must be submitted promptly upon return from said leave.

ARTICLE X

VACATIONS

A. Each employee who has had the length of continuous employment specified in the table following shall be entitled to the working time shown as a vacation with pay at his regular rate of pay.

<u>Length of Employment</u>	<u>Vacation Time</u>
During the first calendar year	1 day per month
Beginning the second year to Four (4) complete years of service	12 days
Beginning five (5) years of service	18 days
Beginning ten (10) years of service	20 days
Beginning eleven (11) years of service	21 days
Beginning thirteen (13) years of service	22 days
Beginning fifteen (15) years of service	23 days
Beginning seventeen (17) years of service	24 days
Beginning nineteen (19) years of service	25 days

B. Eligibility for vacation shall be computed as of the first day of the month in which the employee covered by this Agreement was hired. No employee shall be permitted to carryover unused vacation except for business necessity only upon approval of the Township Administrator or designee as per Department of Personnel rules and regulations. All requests for vacation or leave of absence shall be acted and decided upon within fifteen (15) days.

C. (1) No vacations will be considered approved until the employee has 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 the request by the Supervisor or designee.

(2) Whenever more than one (1) employee within a job classification at job location requests vacation at a given time, the Township shall endeavor to honor all vacations as requested. However, when vacations cannot be granted to all employees requesting vacations for a particular period, the employees with the greatest seniority shall be granted their vacations first (unless business necessity requires a different result).

ARTICLE XI

LEAVES

A. Sick Leave

1. Sick leave may be utilized by full-time employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, or to care for an immediate family member with any of these same issues.

2. 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.

3. Procedure

a. If an employee is absent for reasons that entitle him to sick leave, he shall notify his supervisor no later than one-half (½) hour prior to his usual reporting time.

b. Failure to notify his supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

c. Absence without notice for five (5) consecutive days shall constitute a resignation.

4. a. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

b. When the employee is at his/her place of confinement, he/she is restricted to such, except for visits to his/her pharmacist or physician, when the employee is out sick. All employees, whether sick or injured, shall not leave the State of New Jersey for more than one (1) twenty-four (24) hour period, except with the written approval of the employee's supervisor or designee or by written authorization of the employee's attending physician.

5. Sick Leave Verification

a. An employee who has been absent on sick leave for periods totaling fifteen (15) days in one (1) calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months.

b. The employee's supervisor may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable.

c. In case of leave of absence due to exposure of contagious disease, a certificate from the Department of Health shall be required.

d. The supervisor may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health and safety of other employees.

e. Abuse of sick leave shall be cause for disciplinary action.

f. The Township reserves the right to require verification at any time for any reason at the expense of the Township.

6. No employee shall be allowed to endanger the health and well-being of other employees. In light of this, the employee may be directed to take sick leave by the employee's supervisor. The employee's supervisor may direct the employee to the Township physician, at the Township's cost, for an opinion as to the eligibility of the employee(s) to continue at work if the employee(s) does not accept such direction.

B. FMLA & FLA Leaves

1. Employees may be granted a leave of absence without pay in accordance with the Federal Family and Medical Leave Act of 1993 (FMLA), 29 U.S.C.A. §2601 et. seq. and/or the New Jersey Family Leave Act (FLA), N.J.S.A. 34:11B-1 et. seq. and/or Township policy. To be entitled to an FMLA and/or and FLA leave, employees must meet all statutory criteria and requirements of the Township policy set forth herein.

2. To be eligible for FMLA leave, an employee must be employed by the Township for at least twelve (12) consecutive months prior to leave application. In addition, in the twelve (12) months immediately preceding the beginning of the leave, employees must have worked at least one thousand two hundred fifty (1,250) hours, excluding overtime. To be eligible for FLA leave, employees must have been employed for the previous twelve (12) months and have worked at least one thousand (1,000) hours, excluding overtime.

3. Eligible employees can take up to twelve (12) weeks of unpaid FLA leave during any twenty-four (24) month period for the birth or adoption of a child, or the serious illness of a parent, parent-in-law, stepparent, child or spouse. Eligible employees can take up to a total of twelve (12) weeks of unpaid FMLA leave within a rolling twelve (12) month period for the birth or adoption of a child, to care for a parent, child or spouse who has a serious health condition or if the employee experiences a serious health condition as defined by Federal Law.

4. An employee may be entitled to leave under both the FMLA and the FLA. When this occurs, the leave simultaneously counts against the employee's entitlement under both laws. Employees on FMLA and/or FLA leave shall continue to accrue vacation, sick and personal days. Employees on FMLA and/or FLA leave 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 or FLA leave will be required to use all available accrued vacation, sick and personal days during the leave.

5. 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/or FLA leave.

6. A request for the FMLA and/or an FLA leave must be accompanied and supported by a physician's certificate. In non-emergency situations, a request for an FMLA and/or FLA leave should be made at least thirty (30) calendar days in advance of the anticipated start date for the leave. The Township requires periodic reports every thirty (30) calendar days during and FMLA and/or FLA leave regarding the employee's status and intent to return to work.

7. Intermittent and/or reduced schedule leave will be permitted only when it is medically necessary. Intermittent and/or reduced schedule leave will be scheduled in a manner so as to cause minimal disruption to an employee's job. Employees are expected to make every effort to schedule medical appointments and treatments outside of working hours or at such times that allow for a minimal amount of time away from work.

8. An extension past the twelve (12) weeks can be requested, but such requests along with medical documentation and verification of the need for the extension must be submitted prior to the expiration of the initial leave period. The Township reserves the right to deny any request for extended leave and such denial shall not be grievable.

9. If the reason for the leave is the employee's own serious health condition, the employee will be required to present a fitness-for-duty certification prior to being permitted to return to work. an employee who fails to return to work for five (5) consecutive work days after the expiration of the leave period will be considered to have abandoned his or her position and will be recorded as a resignation not in good standing in accordance with Civil Service law and regulations. Upon return to work after an FMLA and/or FLA leave, an employee will be returned to the position held prior to the leave or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. An employee returning to work after an FMLA and/or FLA leave has no greater rights than the employee would have had if the employee had continued to work. therefore, an employee may be affected by a layoff, termination or other job change if such action would have occurred had the employee remained actively at work.

C. Leaves of Absence Without Pay

1. A leave of absence without pay may be granted no more than two (2) three (3) month periods in any one (1) consecutive twelve (12) month period, excluding FMLA (if applicable). The decisions as to whether or not to grant a leave of absence without pay in accordance with this Article shall be within the sole and absolute discretion of the Township. All decisions regarding leave made by the Township Administrator and are not appealable through the grievance procedure.

2. The Township reserves the right to extend this period of time only after the employee submits to the Township sufficient reason for an extension of such leave after the employee has appeared before the Township to request the extension in person.

Furthermore, such extension shall require approval by the Commissioner of the New Jersey State Department of Personnel and all other applicable parties.

3. An application for an unpaid leave pursuant to this Article shall be submitted at least thirty (30) days prior to the effective date of the proposed leave except in the case of emergencies.

D. Workers' Compensation

Any member of the Township who shall utilize disability leave under Worker's Compensation, shall forward any money received by the Insurance Carrier directly to the Township Clerk as the member shall be receiving his disability pay.

ARTICLE XII

INSURANCE

A. The Township shall secure accident and liability insurance for all employees to provide a defense for all actions brought against an employee by a third party as a result of Township employment.

B. Effective January 1, 2016, the insurance to be provided to all employees shall be the Direct 15 Plan, or equivalent.

C. The Township shall maintain in full force and effect, Worker's Compensation Insurance for all employees covered by this Agreement.

D. Effective January 1, 2015, all members of the bargaining unit, present and former, shall be covered under the provisions of the prescription plan handled through the New Jersey Health Benefits Plan (NJSHBP or SHBP). Any changes as to the co-pays/coverages, etc. to said plan made by the New Jersey State Health Benefits Commission

(NSHBC) shall govern the employees/former employees under the bargaining unit as to the benefit.

E. The insurance coverage provided herein is subject to availability within the insurance industry.

F. The Township shall provide full family dental coverage to each member if they select the basic plan. 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.

The Township reserves the right to change insurance plans or carriers or to self-insure so long as substantially equivalent benefits are provided and at least forty-five (45) days notification is provided to the Union. In the event the Union does not agree that the new plan(s) provided(s) substantially equivalent benefits, the Union may submit the matter to expedite arbitration prior to the expiration of the forty-five (45) days notification by the Township, for determination by an arbitrator prior to implementation of the new plan(s). However, if an expedited arbitration proceeding is sought; the plan shall go into effect within one hundred twenty (120) calendar days after the initial notification to the Union. Effective January 1, 2016, all employees will be moved to the NJ Direct 15 insurance plan. Any plan changes shall be substantially equivalent to those in effect prior to the change.

- 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. 2011, Chapter 78 for major medical and prescription. Effective January 1, 2023, all employees shall contribute at Tier 3 of P.L. 2011, Chapter 78.

ARTICLE XIII

EDUCATION

A. The Township agrees to reimburse an employee for tuition, books and fees only for a maximum of \$500.00 per year for courses taken that are related and pertaining to an employee's category of work or other approved courses. Prior to enrollment, the permission of the Township Administrator must be obtained after recommendation of the respective supervisor. Failure to obtain such prior approval shall disqualify courses from reimbursement category. Courses that are directly related to an employees work shall be permitted for reimbursement purposes; with respect to other approved courses, the Township retains the sole discretion to determine whether a course shall be approved for reimbursement purposes. An employee must have at least one (1) year of service before becoming eligible for participation in the tuition reimbursement program. In order to receive reimbursement for the courses, the employee must earn a grade of "C"/70% or better, depending on grade given.

ARTICLE XIV

RETIREMENT BENEFITS

A. Upon an employee's regular retirement, disability retirement, resignation or death, the employee shall be entitled to time off or to compensation for accumulated and unused sick leave as follows: At the time of retirement, the Township will purchase back all accumulated sick days of any employee covered by this Agreement, with the maximum payment shall be \$12,000. However, employees on the Township payroll, as of July 1, 1999, whose accumulated sick day payment, as of July 1, 1999, would exceed the aforementioned

maximum, may retain the excess above the maximum which excess may not increase beyond the amount as of July 1, 1999.

B. The days currently in the sick leave bank shall be valued at the employee's current rate at retirement. All days earned in the future shall be valued at the rate earned. Sick days shall be used in the order of the days most recently earned first, then using the earlier days.

C. For the purpose of this Article, retirement shall mean separation from service with the Township for other than disciplinary reasons, either having reached the required years of service or having reached the required age in accordance with the Public Employment Retirement System. Any employee who is separated from service for a cause arising from any disciplinary action shall not be entitled to compensation for accumulated leave.

D. All leave time 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.

ARTICLE XV

UNIFORM ALLOWANCE

A. The Township shall provide for a uniform allowance to all blue collar employees of \$700.00 in each year. All payments under this section shall be paid on or about April 1 of the calendar year. All clothing allowance payments shall be made directly through a distinct payroll check separate from the bi-weekly pay check. Said uniform allowance payment shall be less all applicable deductions.

B. All blue collar employees shall be required to wear their uniforms while on duty. Employees who do not wear their required uniforms or appear on the job without the proper clothing shall be subject to disciplinary action.

C. All employees whose duties call for outdoor work in any weather at the construction sites or elsewhere shall be allotted the clothing allowance in Section A of this Article.

D. 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.

E. Each member, depending upon his or her classification and job description shall be equipped at Township expense with all necessary tools and their proper storage facilities while in the employ of the Township.

ARTICLE XVI

AGENCY SHOP

A. The Township agrees to deduct from each employee's pay membership dues in such amounts as shall be fixed pursuant to the 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 US 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.

B. The Union shall indemnify, defend and save the Township harmless against any and all claims, suits or other forms of liability that shall arise out of or by reason of any action taken by the Township in reliance upon this Article.

ARTICLE XVII

SALARIES

A. Salary increases shall be as follows:

Effective and retroactive to January 1, 2022:

1. All steps in the salary guide shall be increased by 3%
2. All employees off guide shall receive a 3% 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%
2. All employees off guide shall receive a 3% 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. In the event an employee receives a promotion, the promotion date will become the new anniversary date for increment purposes.

C. Automated truck drivers (those drivers who operate the one-armed bandit) effective upon the execution of this Agreement, will receive an extra seventy-five (\$.75) cents per hour in pay.

ARTICLE XVIII

LONGEVITY

A. Each employee shall be paid in addition to his annual salary a longevity payment based upon completion of continuous years of employment in the Township of Berkeley in accordance with the following schedule for the term of this Agreement:

Schedule:

<u>5 YEARS</u>	<u>10 YEARS</u>	<u>15 YEARS</u>	<u>20 YEARS</u>	<u>23 YEARS</u>
\$850.00	\$1,350.00	\$2,500.00	\$3,000.00	\$3,500.00

- Such longevity shall be non-cumulative.

B. Each employee shall qualify for the longevity increment on the date of the anniversary of his/her employment and such increment shall commence to accrue from and after such date.

C. Longevity pay shall be added to the members' base pay and included in their biweekly pay check.

D. Seniority shall be based on Title 11A of the Civil Service Rules.

ARTICLE XIX

EMPLOYMENT RIGHTS

A. Any employee shall have the right to have a Union representative accompany him in all disciplinary procedures filed against him by his supervisor or the Township.

B. The Township agrees that temporary assignments shall be governed by applicable Civil Service law, rules and regulations.

C. All disciplinary proceedings filed against any employee by his supervisor or the Township shall only be for just cause and in accordance with New Jersey Statutes Title 11A (Civil Service Act) and/or New Jersey Administrative Code Title 4A, and its amendments as may be enacted from time to time. No notices of this action shall be made or posted publicly.

D. Each employee has the right to review his personnel folder. All request for review shall be submitted in writing to his supervisor and will be honored within three (3) days of the receipt of the individual's request. All materials contained in the employee's personnel folder will be open to examination by the employee, his/her immediate supervisor, the Township Business Administrator, the Mayor and/or legal counsel retained by the Township. Any viewing of the personnel file shall be in the presence of the Township Administrator or designee. Any material placed in the employee's present folder shall be copies to the affected employee.

E. An employee shall be provided with a copy of a specific rule or regulation of his supervisor of the Township.

F. The Union shall provide the Township with a list, during the first week of January of each year, of all shop stewards, as well as updates of changes throughout the year if such occurs. There shall be no more than five (5) Shop Stewards – one (1) for each

division within the Township covered by this Agreement. Such stewards shall be allowed sufficient time during the regular working hours without loss of pay, to see what the terms and conditions of this Agreement are observed at his shop or on his job, provided, however, the routine operations of the department in question shall not be interfered with. No Steward shall be discriminated against by any Township employee/official because of his faithful performance as steward nor shall any steward be removed from the job until notice has been given to the President of the Union.

G. The Union will appoint a three (3) member Safety Committee. Members of the Safety Committee shall meet with the Township Administrator or designee quarterly to discuss safety and health-related job issues. The meeting shall not interfere with the employee's(s') responsibility to provide the Borough with full employment duties during the normal work day.

H. It is hereby recognized that the responsibility for changing tires on vehicles has sometimes fallen on the vehicle drivers and sometimes on the mechanics. No members of this bargaining unit shall be exempt from having the responsibility to change tires and mechanics and drivers shall coordinate with, and support each other in getting this task completed.

ARTICLE XX

MANAGEMENT RIGHTS

A. The Township maintains the exclusive right to direct the work force of employees and the operations of the various departments. This shall include, but not be limited to:

1. Direction and operation generally;

2. Type of work to be performed (within title);
3. Work assignments (within title);
4. Machinery, tools and equipment to be used;
5. Shift schedules;
6. Hours of work (within the Agreements contained herein);
7. Hiring, promotions, discharge, demotions and disciplinary action against employees, all in accordance with N.J. Statutes Title 11A (Civil Service Act) and/or New Jersey Administrative Code Title 4A, and its amendments as may be enacted from time to time;
8. Making, drafting and enforcing rules and regulations governing the same and safety of its employees.
9. 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. Rules and Regulations

1. The Township may establish and enforce reasonable rules and regulations which do not conflict with this Agreement for department operations and conduct of personnel thereof and maintenance of discipline. Copies of such rules and regulations shall be furnished to the employees' Union and shall be posted on various bulletin boards.

2. The employees shall comply with such rules and regulations and all employees shall promptly and efficiently execute the instructions and orders of their superiors. If an employee or the employee's Union believes an instruction or order of a

supervisor is unreasonable or unjust, the employee shall comply with the order or instruction, but with the further provision that such employee or the employee's Union may treat the order or instruction as a grievance which should be handled in accordance with the Grievance Procedure set forth previously in this Agreement.

3. The employees and the Union accept, as reasonable, the Township's rule that: (a) employees shall not drink alcohol 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 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).

ARTICLE XXI

BULLETIN BOARD

Four (4) bulletin boards will be made available to the Union for the purpose of posting employee Union matters relating to meetings, dues, entertainment, health, safety and welfare of the employees who are members of the Union and of general employee's Union activities. Union members shall not post any materials containing any profane or obscene matter or be defamatory of any individual. No material of a derogatory, inflammatory, insulting or demeaning nature against the Township, any employee/official of the Township or any resident/citizen/tenant/business owner in the Township. All notices shall be signed by the Shop Steward and/or IBT Local 97 President or designee.

ARTICLE XXII

MILEAGE

Mileage reimbursement shall be at the federal rate per mile.

ARTICLE XXIII

RECORD KEEPING

A. All employees are required to complete a time card/sign-in sheet (whichever is applicable) when they arrive for work and when they complete work at the end of the day. The recording on the time card/sign-in sheet must be completed in pen or by the "punching-in/punching-out" of a time clock. Time cards/sign-in sheets must be signed by both the employee and the employee's supervisor and include a total number of hours actually worked each week. The employee's signature(s) certifies that the "actual hours worked as shown are correct" and the other signatures indicate that the hours worked have been verified.

B. All incidents of absence or tardiness must be explained on the time card/sign-in sheet in the space provided for this purpose. A time card/sign-in sheet will not be accepted as complete unless it accounts for all scheduled working days.

ARTICLE XXIV

SAVINGS CLAUSE

If any provision of this Agreement or application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXV

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of 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 and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

ARTICLE XXVI

DURATION

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

B. Employees eligible for an annualized benefit such as uniform allowance shall receive a prorated benefit only if the employee leaves the employ of the Township during the year in which the benefit is received.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Agreement through their authorized representatives this day of , 2022

INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, LOCAL 97

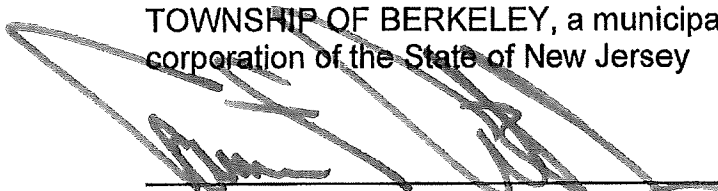


John J. Gerow, President

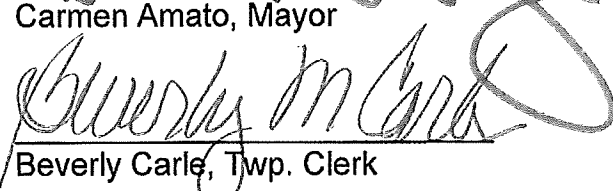


Patrick Guaschino, V.P.

TOWNSHIP OF BERKELEY, a municipal
corporation of the State of New Jersey



Carmen Amato, Mayor



Beverly Carle, Twp. Clerk

SCHEDULE A
BLUE COLLAR GRADES

GRADE 1

Laborer
Building Service Worker
Maintenance Worker 1 Grounds

GRADE 2

Laborer 2
Building Maintenance Worker
Senior Building Service Worker
Maintenance Worker 2 Grounds
Sanitation Worker
Tree Maintenance Worker 1

GRADE 3

Laborer 3
Maintenance Worker 3 Grounds
Truck Driver
Public Works Repairer
Animal Control Officer
Greens Keeper
Senior Building Maintenance Worker/Repairer
Tree Maintenance Worker 2

GRADE 4

Equipment Operator

Senior Maintenance Repairer
Laborer/Motor Broom Driver
Sign Maker 1

GRADE 5

Heavy Equipment Operator
Mechanic
Mechanic Diesel/Welder
Tractor Trailer Driver
Sign Maker 2
Tree Maintenance Worker 3

Teausters Blue 10/1/22

STEP	GRADE 1	GRADE 2	GRADE 3	GRADE 4	GRADE 5
1	\$ 27,615.33	\$ 31,911.46	\$ 36,820.44	\$ 39,440.76	\$ 41,116.57
2	\$ 28,229.21	\$ 32,340.97	\$ 37,434.32	\$ 41,839.63	\$ 43,482.48
3	\$ 28,843.09	\$ 32,647.91	\$ 38,048.20	\$ 42,178.50	\$ 45,848.39
4	\$ 29,455.94	\$ 33,383.33	\$ 39,274.93	\$ 46,638.40	\$ 48,214.30
5	\$ 30,069.82	\$ 34,119.78	\$ 40,502.69	\$ 49,037.27	\$ 50,581.24
6	\$ 30,683.70	\$ 35,347.54	\$ 41,729.42	\$ 51,436.14	\$ 52,947.15
7	\$ 31,297.58	\$ 36,575.30	\$ 42,957.18	\$ 53,836.04	\$ 55,313.06
8	\$ 32,524.31	\$ 38,415.91	\$ 44,184.94	\$ 56,234.91	\$ 57,678.97
9	\$ 33,752.07	\$ 40,256.52	\$ 46,639.43	\$ 58,633.78	\$ 60,045.91
10	\$ 34,979.83	\$ 42,706.89	\$ 49,093.92	\$ 61,033.68	\$ 62,411.82
11	\$ 36,820.44	\$ 45,166.53	\$ 54,002.90	\$ 63,432.55	\$ 64,777.73
12	\$ 38,661.05	\$ 47,621.02	\$ 56,458.42	\$ 65,831.42	\$ 67,143.64
13	\$ 39,888.81	\$ 52,530.00	\$ 58,912.91	\$ 68,231.32	\$ 69,510.58
14	\$ 42,343.30	\$ 57,440.01	\$ 61,367.40	\$ 70,630.19	\$ 71,876.49
15	\$ 44,797.79	\$ 62,348.99	\$ 63,821.89	\$ 73,029.06	\$ 74,242.40

Teamsters Blue 8/1/23

STEP	GRADE 1	GRADE 2	GRADE 3	GRADE 4	GRADE 5
1	\$ 28,443.79	\$ 32,868.80	\$ 37,925.05	\$ 40,623.98	\$ 42,350.07
2	\$ 29,076.09	\$ 33,311.20	\$ 38,557.35	\$ 43,094.82	\$ 44,786.95
3	\$ 29,708.38	\$ 33,627.35	\$ 39,189.65	\$ 43,443.86	\$ 47,223.84
4	\$ 30,339.62	\$ 34,384.83	\$ 40,453.18	\$ 48,037.55	\$ 49,660.73
5	\$ 30,971.91	\$ 35,143.37	\$ 41,717.77	\$ 50,508.39	\$ 52,098.68
6	\$ 31,604.21	\$ 36,407.97	\$ 42,981.30	\$ 52,979.22	\$ 54,535.56
7	\$ 32,236.51	\$ 37,672.56	\$ 44,245.90	\$ 55,451.12	\$ 56,972.45
8	\$ 33,500.04	\$ 39,568.39	\$ 45,510.49	\$ 57,921.96	\$ 59,409.34
9	\$ 34,764.63	\$ 41,464.22	\$ 48,038.61	\$ 60,392.79	\$ 61,847.29
10	\$ 36,029.22	\$ 43,988.10	\$ 50,566.74	\$ 62,864.69	\$ 64,284.17
11	\$ 37,925.05	\$ 46,521.53	\$ 55,622.99	\$ 65,335.53	\$ 66,721.06
12	\$ 39,820.88	\$ 49,049.65	\$ 58,152.17	\$ 67,806.36	\$ 69,157.95
13	\$ 41,085.47	\$ 54,105.90	\$ 60,680.30	\$ 70,278.26	\$ 71,595.90
14	\$ 43,613.60	\$ 59,163.21	\$ 63,208.42	\$ 72,749.10	\$ 74,032.78
15	\$ 46,141.72	\$ 64,219.46	\$ 65,736.55	\$ 75,219.93	\$ 76,469.67