

AGREEMENT

BETWEEN

THE TOWNSHIP OF BERKELEY HEIGHTS



AND

UNITED PUBLIC SERVICE EMPLOYEES UNION



WASTEWATER TREATMENT PLANT

JANUARY 1, 2024 THROUGH DECEMBER 31, 2026

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TOWNSHIP OF BERKELEY HEIGHTS – WASTEWATER TREATMENT PLANT

This Agreement made this 4TH day of NOV. between the Township of Berkeley Heights (hereinafter the “Township”) and UNITED PUBLIC SERVICE EMPLOYEES UNION (hereinafter the “Union”), represents the complete and final understanding and settlement by the parties of all negotiable issues which were the subject of collective negotiations in connection with the bargaining unit known as the Wastewater Treatment Plant Workers Unit.

ARTICLE 1- PREAMBLE

A. This Agreement, effective as of the first day of January, 2024, by and between the Township of Berkeley Heights, a municipal corporation of the State of New Jersey, hereinafter referred to as the “Township” or the “Employer”, and UNITED PUBLIC SERVICE EMPLOYEES UNION, hereinafter referred to as the “Union”, is designed to maintain and promote a harmonious relationship between the Township and those of its employees who are within the provisions of this Agreement, through collective negotiations in order that a more efficient and progressive public service may be rendered.

B. When used in this Agreement, the terms “Employee” or “Employees” refer to all persons represented by the Union in regard to this Agreement, unless otherwise indicated.

C. When used in this agreement, the masculine gender also refers to the feminine gender.

D. When used in this Agreement, the terms “workday”, “tour of duty” or “shift” are interchangeable

E. Nothing contained in this Agreement shall alter the authority conferred by law, ordinance, resolution, administrative code or statute upon any Township Official or in any way abridge or reduce such authority. This Agreement shall be construed as requiring Township Officials to follow the terms contained herein, to the extent that they are applicable in the exercise of the responsibilities conferred upon them by law. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he or she may have under any other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

F. If any provisions of this Agreement or any application of this Agreement is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

G. The provisions of this Agreement shall be subject and subordinate to, and shall not annul or modify, existing applicable provisions of state and local laws except as such particular provisions of this contract modify existing local laws.

ARTICLE 2- EMBODIMENT OF AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were subject to negotiations.

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

C. Whenever an act is required under this Agreement to be done or performed within a specific period of time, Saturdays, Sundays and holidays shall be excluded in the computation of such period unless otherwise noted.

D. This Agreement is subject to the provisions of any state law and regulation which shall prevail, however, only if they are inconsistent with this Agreement and compliance with same is mandatory rather than permissive or discretionary.

ARTICLE 3– RECOGNITION AND SCOPE

The Township voluntarily recognizes the Union as the sole and exclusive representative for the purpose of collective negotiations with respect to terms and conditions of employment of all blue-collar workers at the Waste Water Treatment Plant employed by the Township. Excluded are all employees represented in other negotiations units, Waste Water Treatment Plant Director, Municipal Clerk, Director of Public Works, Assistant Director of Public Works, Social Services Director, Recreation Director, Confidential Secretary, Assistant Finance Officer, Assistant Tax Collector, Township Engineer, Assistant Township Engineer, Secretary to the Chief of Police, supervisors, managerial executives, confidential employees, craft employees, professionals, fire and police.

The reference is derived from the Public Employment Relations Commission Regulation Section 19:16-2.1 and the adoption by the Public Employment Relations Commission of a February required budget submission date for municipalities such as the Township. In the event of any change in the PERC statute or regulations, this Article shall be deemed to have been amended to conform to such change.

ARTICLE 4- NON-DISCRIMINATION, NON-COERCION

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

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

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

ARTICLE 5– DEDUCTION OF EMPLOYEE ORGANIZATION DUES

A. Pursuant to N.J.S.A. 52:14-15.9e, whenever any unit employee shall indicate in writing to the proper disbursing officer of the Township his or her desire to have any deductions made from his or her compensation for the purpose of paying the employee's dues to the Union, such disbursing officer shall make such deduction from the compensation of such employee and shall transmit the sum so deducted to the Union. Written authorization shall be filed with both the Treasurer's Officer and the Executive Assistant - Administration and may be withdrawn by the employee at any time by-filing a withdrawal notice in the same offices and with the Union at least thirty (30) days prior to its effective date. The filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed with the Township and served to the Union, unless otherwise required by law.

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

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

ARTICLE 6- MANAGEMENT RIGHTS

The Township shall retain all rights of management resulting from ownership or pertaining to its operation, except as such rights are limited or modified by the provisions of this Agreement. These rights shall include, but not be limited to, the right to create additional positions, merge positions, and determine the initial pay level to be offered to any new employee whether or not the positions for which the employee is being hired was previously filled by a member of the unit.

The Township shall retain the right to establish the initial salary for any newly appointed foremen provided such salary is not less than the salary then being received by the individual being promoted.

ARTICLE 17 – NOTIFICATION TO THE UNION

- A. The Township will notify the Union in writing of all promotions, demotions, transfers, suspensions and discharges.
- B. Upon written request, the Township will provide the Union with an updated list of covered employees showing name, address, classification and rate of pay.
- C. The Township will notify the Union of additions and deletions to the payroll of covered employees as they occur.

ARTICLE 8- SUPERVISORY EMPLOYEES

- A. Supervisory employees excluded from the Agreement shall be permitted to perform bargaining unit work in the following instances:
 - 1. To instruct or train employee(s).
 - 2. Demonstrate equipment, methods or procedures.

3. Emergencies as defined by the Township Administration or the Director of the Office of Emergency Management.
4. Circumstances where qualified or regular employee(s) do not make themselves available for work or cannot perform the work.
5. To do experimental work on a new job.
6. In all other cases where a bargaining unit employee is not displaced by such assignment of such Supervisory Employee. Such work performance is not intended to deny overtime work to the employees covered by this Agreement.
7. Upon attaining supervisory position, employee in said position will be on probation for six months. If, during that probationary period, it is discovered employee is not fit for such a position, he/she may be demoted after discussion between Department Head and Administration.

ARTICLE 9- POSTING AND PROMOTIONS

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

1. Preference to fill job vacancies will be given to qualified bargaining unit employees before hiring a new employee.
2. The Township, at its sole discretion, shall decide whether a bargaining unit employee is qualified for the vacancy.
3. The most qualified senior employee who bids for a vacant position will receive a trial period. The trial period will be for a period of not less than ten (10) working days. For the

purposes of this Article a working day will consist of a minimum of eight (8) hours of work.

4. The maximum trial period for a successful bidder will be ninety (90) working days.

5. At the conclusion of this probationary period, the employee will either be returned to his or her former position or will receive appointment to the higher position.

6. However, the Township reserves the right to terminate the trial period between the tenth (10th) and ninetieth (90th) working day and return the employee to his or her former position in the event the Township, in its sole discretion, believes that the employee is not qualified to do the job, provided such discretion is not exercised arbitrarily.

7. The Union and the employee will be kept advised of the progress made in learning the new assignment. The Employer will give the employee assistance to successfully meet the requirements of the job. If the employee fails to successfully meet these requirements within the probationary period, the employee shall be returned to his or her former position and shall assume seniority and pay as though the employee had not left his or her old position. The Employer shall forward to the attention of the employee periodic evaluations during the probation period.

8. In the event that the vacant position requires any certification issued by the state of New Jersey, the Township may deny the application unless the employee possesses the necessary certification(s) or can secure same within any grace period established by statute.

9. This provision does not require the Township to create any new positions and does not limit, in any way, the right of the Township to eliminate job positions at its sole discretion or refuse to allow an employee to hold more than one position covered by this agreement at the same time except as provided herein.

10. Available titles and corresponding responsibilities for each are as follows:

Operator (technically an “Operator in Training” during probationary period) - learns to do most jobs associated with township wastewater operations, as needed. Assists in snowplowing on sewer plant premises as needed. Class B CDL required before probationary period ends. CDL A with tanker endorsement are additional licenses an Operator can obtain.

Maintenance Mechanic/Operator - works with the Maintenance Foreman, who shall act in a supervisory capacity when maintenance mechanic is doing maintenance work with/under Foreman. Shall also act as operator as needed, at discretion of Sewer Director. No more than two (2) employees shall hold this title; township has sole discretion in determining whether one or two employees hold this title at any given time, depending on need.

- Responsible for preventative and predictive maintenance of all mechanical equipment in sewer plant and pump stations.
- Tasked with all repairs of mechanical equipment in sewer plant and pump stations, or coordinate with contracted vendor on repairs.
- Exercises valves on regular basis. Cleans out pipes and performs other plumbing and pipefitting tasks as required.
- Uses gas and/or arc welding equipment to heat, cut, braze or weld.
- Perform basic electrical work.
- Installs and sets up new equipment.
- Lubricates equipment and checks for valve malfunctions.
- Replaces packing in pumps or valves.
- Puts equipment on or off line as needed or directed by Plant Director.
- Completes plant and pump station check out when needed or on scheduled weekend duty.
- Performs lab work (pH, temp, peracetic acid residual) when needed or on scheduled weekend duty.
- Available for emergency call outs as per union contract.

- Drives and uses Aquatech sewer jet truck to clear blockages when needed or on scheduled weekend duty or on emergency basis.
- Operates camera when needed.
- Included in weekend duty rotation.
- Assists in snowplowing on sewer plant premises as needed.
- Reports directly to Maintenance Foreman and Plant Director.

Maintenance Foreman/Operator - 1 position available

- Supervises maintenance mechanic(s) and all maintenance work
- In charge of all maintenance operations at waste water plant.
- Shall also act as operator as needed, at discretion of Sewer Director.
- Supervises the installation, maintenance and repair of distribution and purification system, sewer collection system and/or equipment in a treatment and sewer system facility, which includes overseeing the installation and repair of mains, storm and sanitary sewers, pumping stations, valves, hydrants, meters, service pipes, and appurtenances.
- Supervises the operation and repair of chemical equipment, pumps, motors and other related equipment.
- Assists in snowplowing on sewer plant premises as needed.
- In the case where there is no S4-licensed Lead Operator to lead plant in Sewer Director's absence, the Maintenance Foreman may be required to serve as Acting Lead Operator.

Buildings & Grounds Leadman/Operator - 1 position available

- Leads and coordinates the activities of all buildings and grounds personnel.
- Plans, schedules and documents all work related to buildings and grounds maintenance program.
- Ensures all plant and pump station buildings meet and maintain a general standard of cleanliness.
- Maintains well-kept appearance of all plant and pump station grounds by organizing, leading and participating in all landscaping operations.
- Leads tree trimming and removal crews as needed.
- Maintains buildings and grounds equipment in good working order.

- Leads paint crews as necessary.
- Removes all trash to maintain cleanliness and control odors.
- Trains personnel in proper and safe usage of all buildings and grounds equipment.
- Recommends projects and equipment purchases to Plant Director.
- Completes plant and pump station check out when needed or on scheduled weekend duty.
- Performs lab work (pH, temp, peracetic acid residual) when needed or on scheduled weekend duty.
- Available for emergency call outs as per union contract.
- Drives and uses Aquatech sewer jet truck to clear blockages when needed or on scheduled weekend duty or on emergency basis.
- Operates camera when needed.
- Included in weekend duty rotation.
- Assists in snowplowing on sewer plant premises as needed.
- Reports directly to Plant Director.

Collection Systems Leadman/Operator - 1 position available

- Responsible for planning, coordinating and executing preventative maintenance program for the Township's 72-miles of sanitary sewer lines in its collections system.
- Maintains records of all sanitary sewer blockage, inspection and maintenance operations.
- Responsible for scheduling and leading sewer pipe jet and TV inspection crews.
- Inspects, cleans and performs basic repairs to manholes.
- Locates buried manholes.
- Drives and operates Aquatech jet truck for preventative maintenance and sewer blockage operations.
- Operates and maintains Rovver X sewer inspection crawler camera.
- Makes recommendations to Plant Director regarding infiltration & inflow projects and repairs to sanitary sewer collections system.
- Responsible for data input to SDL system (once system is instituted).
- Completes plant and pump station check out when needed or on scheduled weekend duty.
- Performs lab work (pH, temp, peracetic acid residual) when needed or on scheduled weekend duty.

- Available for emergency call outs as per union contract.
- Included in weekend duty rotation.
- Assists in snowplowing on sewer plant premises as needed.
- Reports directly to Plant Director.

Operations Foreman – 1 position available

A. The Operations Foreman shall be in charge of all operations at the water pollution control plant, and shall have the following duties and responsibilities:

- Supervising all operators, leadmen and foreman, scheduling and assigning employees to specific duties as needed;
- Working with the Director of Wastewater Treatments and administrative staff on any administrative tasks necessary for proper and efficient operation of the plant;
- Soliciting bids for work, gathering information for purchase orders and writing up purchase orders as needed;
- Assisting with compiling and maintaining operational and other records and reports pertaining to wastewater activities;
- Assisting with planning and scheduling of maintenance and construction of wastewater lines;
- Interviewing, training and managing the performance of the wastewater operations staff
- Coordinating and working with wastewater operations staff to ensure all pretreatment systems are functioning properly, and preventative maintenance is performed on equipment as scheduled and planned;
- Assisting Director of WWTP with various tasks related to capital projects, including developing scope of work, selecting engineering design consultants, and performing on-site supervision of contractors performing the work;
- Managing the chemical inventory process, and ensuring chemicals are ordered, stored properly, disposed of properly

and available for the WWTP systems and plant sanitation;

- Acting as an operator as needed at the discretion of and performing other duties as assigned by the Director of WWTP

For anyone who obtains the below titles and who does not have them previous to this contract, they will earn the below salary increases:

Maintenance Mechanic - \$4,000

Maintenance Foreman - \$7,000

Buildings & Grounds Leadman - \$4,000

Collection Systems Leadman - \$4,000

Operations Foreman - \$7,000

Employees holding above mentioned titles can be found in SCHEDULE A.

ARTICLE 10- PROBATIONARY PERIOD & CDL LICENSES

A. All newly hired Township employees shall serve a probationary period of at least one hundred-twenty (120) calendar days (4 months), and for a maximum of 180 days (6 months). After 120 days, Township may choose to end probation for an employee at any time after a satisfactory performance review. A copy of the Supervisor's recommendation/review shall be copied to the Union Representative. During this probationary period, the Township reserves the right to terminate a probationary employee for any reason. Such termination shall not have recourse through the Grievance and Arbitration provisions of this Agreement.

B. All new employees shall be required to possess a valid Class B Commercial Driver's License (CDL B) or validated permit to be hired. The CDL test consists of general knowledge and air brakes. In the event a qualified individual does not possess a valid CDL B the Township may grant a six (6) month period in which to obtain said license, which may be extended as necessary based upon NJ MVC

scheduling. Employment status shall be reconsidered if, upon three (3) attempts, the employee fails to obtain said license.

- C. Newly hired members without a CDL must complete all necessary courses and obtain their CDL prior to the conclusion of their probationary period.
- D. Newly hired members can use working time to attend courses for a CDL provided it would not impose an undue burden on Township operations. The employee will coordinate their courses in advance with the WWTP director and will receive full pay while attending the CDL courses.
- E. The probationary period for newly hired employees may be extended to 6 months due to scheduling delays at the driving school and/or NJMVC. If this occurs, employees will begin to accrue PTO at the completion of the six-month probationary period regardless of CDL status. Additionally, the employee retains the right to make three attempts to pass the driving test.
- F. The Township shall reimburse the employee or pay the driving school directly for the cost of the employee's CDL course, examination fees and license fees.
- G. Notwithstanding the foregoing, any employee who either receives reimbursement or the Township pays directly to the driving school for or the cost of a CDL course, examination fee or license fee must remain employed by the Township for a least three (3) years after the date the CDL is attained. Any employee whose Township employment terminates (voluntarily or involuntarily) within the first year after reimbursement will be required to repay the full reimbursement amount. Any employee whose Township employment terminates (voluntarily or involuntarily) within the second year after reimbursement will be required to repay 2/3 of the reimbursement amount. Any employee whose Township employment terminates (voluntarily or involuntarily) within the third year after reimbursement will be required to repay the 1/3 reimbursement amount.

H. If CDL or driver's license is suspended for any reason, the employee must advise the WWTP supervisor as soon as possible and is prohibited from driving a Township CDL vehicle until the CDL is reinstated

ARTICLE 11- LAYOFF AND RECALL

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

B. A laid off employee shall have preference for re-employment for a period of twelve (12) months.

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

ARTICLE 12- HOURS OF WORK

A. All employees shall clock in and clock out for all shifts on the Township provided time clock at the WWTP including scheduled weekend overtime.

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

1. The standard workday for employees covered by this Agreement, except as specified elsewhere, shall be from 6:30 a.m. to 3:00 p.m. Monday through Friday.

2. On a rotating basis, the Waste Water Treatment Plant will be manned for three (3) hours on Saturdays, Sundays and holidays. Hours of coverage will be between 5am and 12 noon. Both employees must start and end at the same time. The three (3) hours must be continuous. Times must be approved in advance by the WWTP Director. Time and one-half (1.5) will be paid for all hours worked on Saturdays, including call-ins. Double time (2.0) will be paid for all hours worked on Sundays and holidays, including call-ins. Two employees shall be scheduled for Saturdays and Sunday, including holidays.

Compensatory time can be taken instead of overtime pay at the request of a WWTP employee, so long as the total Comp Time Hours do not exceed eight (80) hours. Comp time "bank" will be tracked by the WWTP Administrative Assistant by using time clock records, who shall report it monthly to the Personnel Officer or his/her designee. Comp time requires 24 hours notice to the WWTP director and must be approved.

3. Summer hours shall be as follows:

From Memorial Day up to and including Labor Day, Monday through Thursday 6:00 a.m. to 3:00 p.m. and Friday 6:00 a.m. to 12:30 p.m.

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

4. The workday includes an unpaid lunch period of one-half (1/2) hour and two fifteen minute paid breaks each day.

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

C. The Township agrees not to require any employee to take time off to compensate for time worked in excess of eight (8) hours in a workday or forty (40) hours in a work week.

D. The Union and the Township agree that it may be necessary to require an employee to work beyond the standard work week. Overtime beyond eight hours in a work day and forty hours in a work week may be authorized by the Waste Water Treatment Plant Director

or his or her designee and such overtime shall be compensated at the rate of one and one-half (1.5) times the employees prevailing hourly rate of pay in the following instances:

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

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

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

4. CALL OUTS – A call out shall be defined as any instance in which an employee is requested to return to work after his or her regularly scheduled hours. Whenever it becomes necessary for an employee to be called out on an overtime call, including Saturdays, Sundays and Holidays, such employee shall receive a minimum of four (4) hours work at the appropriate overtime rate. In such event, the employees will be required to remain at work for the four (4) hour period or be available for and respond to call-outs during that period. The duration of any subsequent call-out will be considered continuing time (as opposed to a separate call-out subject to an additional four (4) hour guarantee). The four (4)-hour guarantee mentioned above shall be considered hours worked for the purpose of this Agreement. The foregoing provisions regarding call-outs do not apply to early call-ins within a two (2) hour period prior to the employees' normal starting time.

A. Whenever a foreman has to call employees in for emergency overtime, the foreman shall be compensated with 4 hours of comp time. In the event the employee is not available, the next senior employee shall make the calls and receive the comp time.

5. SCHEDULED OVERTIME - Except as set forth in paragraph 4 above, the Township agrees to guarantee an employee a minimum of three (3) hours work or pay in lieu thereof at the applicable premium rate of pay whenever such employee is required to report to work on either a Saturday or Sunday for SCHEDULED OVERTIME. In the event the employee is directed to work beyond three (3) hours, the Township agrees to a two (2) hour guarantee of work or pay in lieu thereof.

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

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

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

F. Overtime assignments shall be awarded on a rotating basis with the intention of achieving equalization of premium pay earnings within each class of work. A record of overtime offered, worked and refused, will be kept as part of each employee's personnel history by the Waste Water Treatment Plant Director or his or her designee.

G. The Township agrees to allow a paid one-half (1/2) hour lunch period whenever an employee is required to work ten (10) consecutive hours and an additional one-half (1/2) hour lunch period for each subsequent four (4) hours of work after their initial ten (10) consecutive hours.

H. Emergency standby duties shall be in accordance with the "Standard Operating Procedure: On Call Coverage" policy dated September 28, 2004. A record of availability for emergency call-out, will be kept as part of each employee's personnel history by the Waste Water Treatment Plant Director or his or her designee. Violations of the "Standard Operating Procedure: On Call Coverage" policy shall be subject to disciplinary action.

ARTICLE 13- RATES OF PAY

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

ARTICLE 14– PAYDAY

A. Employees will be paid twenty-four (24) pay periods per year. Checks will be distributed during working hours.

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

ARTICLE 15– WORKING AT DIFFERENT RATES

When an employee is directed and accepts the duties and responsibilities of a higher title he or she shall be compensated at the difference between the rates or three dollars (\$3.00) per hour more (whichever is less) in addition to his or her regular rate of pay. Institution of a different rate should only result from vacation or extended sick leave, and can only be assigned by the Waste Water Treatment Plant Director or his or her designee. Examples of work are as follows: Lab work (other fill-in than routine grab samples) and for the foreman's position. Beginning in 2020, when Maintenance Foreman acts as Acting Lead Operator, he will receive \$5/hour out-of-title pay.

In the case where there is no S-3 licensed Lead Operator to lead plant in Sewer Director's absence, the plant Director may designate an employee serving in a leadership position - either Lead man or Foreman - to serve as Acting Lead Operator. When said employee serves as Acting Lead Operator, s/he will be compensated for \$5/hour out-of-title pay for all hours served in this capacity. When Township does have an S-3 licensed Lead Operator but he is absent, this designated employee will also receive \$5/hour out-of-title pay.

All out-of-title pay must be approved by Sewer Director ahead of time; Director must also sign off on all out-of-title pay reports submitted to the Finance Department for biweekly payroll. Out-of-title pay shall be tracked by plant Director and/or the Sewer Department Administrative Assistant. No differential will be paid unless the proper authorizations have been received.

ARTICLE 16– HOLIDAYS

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

New Year’s Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln’s Birthday	Veteran’s Day
Presidents Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	
Juneteenth	1/2 day Christmas Eve
Independence Day	Christmas Day

*Floating Holiday or Lincoln’s Birthday with no more than 25% of the workforce out on either day.

B. When any of the above holidays falls on a Saturday, it will be observed on the previous Friday. When any of the above holidays falls on a Sunday, it will be observed on the following Monday.

C. If any of the above holidays falls during a regularly scheduled vacation period, an additional day of vacation will be allowed.

D. Employees not on a previously approved or documented sick leave will not be paid for a Holiday not worked unless they have worked the normal working day prior, and the normal working day following, the said holiday, and any holiday that falls during an employee’s sickness will not be credited as a holiday but as part of his or her sick benefits if he or she is so entitled and so charged.

E. Any Floating Holidays granted shall be in accordance with the vacation guidelines.

F. Upon written request from the designated Union representative the Township may, by resolution, designate the floating holiday to be used on a particular day, in which event all employees in the unit shall be deemed to have selected such day.

ARTICLE 17– BEREAVEMENT LEAVE

Each permanent full-time employee shall be entitled to the bereavement leave with pay for the death of certain family members in accordance with the following schedule:

1. From the day of death until the day of burial (but not to exceed three (3) days) in the case of the death of his or her: grandparent; parent; spouse; child; sibling; father-in-law; mother-in-law; son-in-law; daughter-in-law; brother-in-law; sister-in-law; stepfather; step mother; step brother; step sister; or grandchild.
2. On the day of burial in the case of the death of his or her: uncle; aunt; nephew; niece; cousin of the first degree.
3. Upon approval by the Township Administrator or his or her designee, an extension of up to two (2) days shall be granted when the deceased is buried in a location outside the State of New Jersey and the employee would be unable to return in time for the normal workday.

The Township may require proof of location.

ARTICLE 18– PERSONAL DAYS & ADMINISTRATIVE LEAVE

A. Each permanent full-time employee shall be entitled to three (3) personal days with pay during any calendar year. Personal days shall be used for personal business including religious observances. Requests for personal days must be approved at least 24 hours in advance by the Waste Water Treatment Plant Director or his or her designee unless in the case of an emergency. Personal days shall not be cumulative. Newly hired employees, once having attained permanent full-time status, shall be entitled to one (1) personal day for every three (3) months worked for a maximum of three (3) personal days during a calendar year.

B. For good and sufficient cause, the Township may grant an employee up to three (3) days a year of administrative leave, which may be used to deal with a personal or family crisis. An employee shall request administrative leave from the Sewer Director, in writing, and explain the circumstances. Approval for leave must be obtained by the Township

Administrator. Leave requests shall be considered personnel matters and, therefore, confidential. Denial of administrative leave shall not be grievable. The Township may request verification of information in support of the employee's request.

ARTICLE 19– ABSENCE WITH PAY - SICK LEAVE

Sick leave with pay is a grant rather than a right of employment and is provided to aid the employee in time of illness. Sick leave with pay is authorized for permanent full-time employees in the event of a bona fide illness or a physical disability of the employee or for the care of a loved one living in the same household. Subject to the following limitations:

1. As of the effective date of this Agreement, each unit employee shall be credited with his or her accumulated unused sick leave.
2. Sick leave with pay shall be cumulative. At the end of each calendar year, the employee shall file his or her employee record card with the Executive Assistant - Administration. Any unused sick leave shall be credited to the employee for the next year.
3. Each employee shall be credited with an additional three (3) days' sick leave as of January 1 of the current year and an additional one (1) day per month thereafter at the end of each month worked throughout the year.
4. New employees will begin accruing sick days upon completion of the probationary period and attainment of permanent full-time status. The employee will accrue one (1) day per month for the remainder of the current calendar year. As of January 1 of the following year, the employee will accrue sick days in accordance with this Article.
5. Employees shall immediately notify the Waste Water Treatment Plant Director or his or her designee on each occasion of absence due to sickness or disability and must remain available for telephone contact. Employee must leave message on Sewer Director's voicemail or text the Plant Director.

6. The Township reserves the right to request proof of illness, disability, or other. Such proof shall be submitted by the employee to the Waste Water Treatment Plant Director or his or her designee and the Township Administrator or his or her designee in a form satisfactory to the Township.

7. No employee shall receive sick pay for any absence in excess of three (3) consecutive working days unless proof of illness from an attending physician has been submitted to the Township. The Township reserves the right to have the employee examined by a physician of its choosing at any time and to be certified to return to work.

8. Sick leave with pay shall not be allowed in any case where the employee fails to properly execute numbers 5 through 7 above as needed.

9. No employee shall receive or expect to receive payment for sick days upon retirement or separation from the Township.

10. A "day" of sick leave shall be charged for any day the employee is absent for illness that the Township offices are open whether or not they remain open for eight (8) hours.

11. Each member of the unit utilizing less than five (5) accumulated sick leave days during each year may sell back to the Township, before June 1 of the following year, such number of unused sick days which, when added to the sick days used in such year equals five (5) or less, the employee shall be paid \$100.00 for each day sold back. Each day sold back shall be deducted from the total sick leave days accumulated under this Agreement. Sick time buy back shall be eliminated for all employees hired on or after January 1, 2014.

13. Effective January 1, 2019, a sick leave incentive program shall be implemented and shall be as follows:

- If an employee does not use any sick time during each quarter of the calendar year, he/she will be entitled to a \$250 payment for every quarter.
- Sick time records shall be maintained by the Township Administration; sick time shall be reported to the Administration by appropriate Sewer Department representatives.

ARTICLE 20– ABSENCE WITHOUT PAY

A. Upon application made to the Waste Water Treatment Plant Director and upon approval of the Township Administrator or his or her designee, for good cause shown, a permanent full-time or permanent part-time employee may receive a leave of absence without pay for a period not to exceed six (6) consecutive months. Approved leave shall not constitute a break in service, provided, however, that employee benefits shall be suspended for the duration of any approved leave in excess of thirty (30) consecutive days. Employees may, however, choose to preserve employee benefits for the duration of any approved leave in excess of said thirty (30) consecutive days by paying to the Township, in advance, the cost to the Township of said employee health benefits for the period of approved leave which will exceed thirty (30) consecutive days but not greater than one hundred eighty (180) consecutive days. In order to preserve life insurance coverage under the Public Employee’s Retirement System, a leave of absence may be obtained for up to two (2) years pursuant to the Public Employee’s Retirement System rules and regulations.

B. The provisions of the Family Leave Act as adopted by the Township by Ordinance shall be incorporated herein by reference. The provisions of COBRA shall also be incorporated herein by reference.

ARTICLE 21: VACATIONS

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

<u>Completed Service (Years)</u>	<u>Vacation (Days)</u>
20	26 work days
15	23 work days
10	20 work days
5	15 work days
1	10 work days

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

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

C. First Year of Employment - Annual vacation time shall be earned at the rate of one (1) working day for each month of service completed, not to exceed six (6) days in the first partial year of employment, after the probationary period has ended. After attainment of full-time status, beginning in January of the first full year of employment, employees will be eligible for ten (10) vacation days.

D. Vacation entitlement shall be based on the employee's anniversary date of employment, and awarded in allotments based on the chart above. Vacation may be scheduled throughout the calendar year and shall be taken in full weeks unless otherwise approved by the Sewer Director. Vacation shall be taken in the calendar year earned. Unused vacation, not to exceed five (5) working days, may be carried forward to the next succeeding calendar year only. Vacations can be used in ½ day increments.

E. Vacation time to be taken by an employee shall be reported to the Administrator's Office by said employee with the Sewer Director's notation of approval at least 48 hours prior to taking such vacation time.

F. In the event an employee does not report for work on a day when Township offices are scheduled to be open for any period because the employee is on a scheduled vacation and the Township offices do not open, or they close early, the employee shall still be charged with the vacation day.

G. In the event of separation from the Township, an employee's vacation entitlement shall be pro-rated based on time served. Once an employee gives their two-week notice of separation from the Township, he/she can take a maximum of three (3) of the vacation days

accrued. If an employee desires to take more than those 3 days, and he/she gives no more than two weeks' notice, those remaining days will be taken out of their last paycheck.

H. As a result of the Township's resumption of plant operations with existing personnel, the Township agrees that those employees employed by the Township on January 1, 2000 shall be credited, for purposes of calculating vacation entitlement only, three years of service as set forth in Schedule B annexed hereto.

ARTICLE-22: INSURANCE BENEFITS

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

1. The Township shall offer base medical coverage to Union employees substantially similar to the POS Plan provided under the parties' 2013 through 2018 Agreement. The Township may also offer such other medical plans at its sole discretion.
2. Employees shall contribute towards the cost of healthcare in an amount that shall be determined in accordance with Section 39 of P.L. 2011, c. 78. This amount will be at levels commensurate with Tier 4 of the former section 39 of P.L. c 78.
3. In the event the Township offers a plan with a cost greater than the POS Plan referenced in Paragraph A.1., any employee electing such plan shall pay, in addition to payment specified in Paragraph A.2, the difference in cost per month to the Township based on their coverage.
4. Dental coverage substantially similar to the coverage provided under the terms of the parties' 2013 through 2018 Agreement. Any employee electing dental coverage shall contribute to the cost of such coverage in an amount determined in accordance with Section 39 of P.L. 2011, c. 78.

5. Any employee electing to receive vision coverage offered by the Township shall contribute to the cost of such coverage in an amount determined in accordance with Section 39 of P.L. 2011, c. 78.

B. The Township shall not pay any premiums for group benefits for any employee who retires from service for the Township or their survivors, regardless of date of hire or years of service. As per Township resolution 166-03 & 167-03, Mike Murphy and Steve Imbimbo shall be given all retirement benefits under the Township Agreement.

C. Survivors benefits shall be terminated within two (2) months after the death of the eligible retired employee or in accordance with the health insurance policy that affects the survivors. Survivors shall notify the Township Executive Assistant – Administration of the death of the eligible retired employee not more than thirty (30) days after such death. In the event notice is not given within such thirty (30)-day period, the Survivor shall be billed and shall be obligated to pay to the Township any premium costs to be paid by the Township for coverage beyond 2 months after the date of death arising from the failure to give timely notice.

D. Group Life Insurance benefits for eligible employees referred to in paragraph A above, who have completed two (2) months service and are active employees at the time of enrollment, shall be provided, at the expense of the Township, term life insurance in the amount of two thousand dollars (\$2,000.00).

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

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

ARTICLE 23- LONGEVITY

No member of the bargaining unit shall be entitled to any longevity payments from the Township under any present or former ordinance or agreement.

ARTICLE -24 JURY DUTY

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

ARTICLE 25- TERMINAL LEAVE

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

ARTICLE 26- MILITARY LEAVE

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

ARTICLE 27 – JOB-CONNECTED DISABILITY

In the event of an absence of an employee due to a job-connected disability classified by law as compensable, said employee shall be entitled to the following benefits from the Township, upon proper investigation and authentication by a physician selected by the Township.

A. During his or her absence the employee shall be paid the difference between his or her regular salary on the date of his or her injury and the amount paid to him or her by worker's

compensation insurance, for a period not to exceed forty-five (45) working days from the date of his or her injury or to the termination of his or her disability, whichever first occurs.

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

C. Compensation awards for permanent disability shall not be deducted from any salary paid by the Township.

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

ARTICLE 28 – DISCHARGE OR SUSPENSION

A. The Township shall not discharge or suspend any Employee without just cause. The Township must notify the employee in writing of his or her discharge or suspension and the reason therefore within three (3) working days after such discharge or suspension. Such written notice shall also be given to the Shop Steward within three (3) working days from the time of the discharge or suspension. All other discipline shall be issued within five (5) working days of the incident occurring, unless mitigating circumstances (i.e., police investigation) prevents it.

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

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

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

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

ARTICLE 29- GRIEVANCE PROCEDURE

A. A Grievance is hereby defined as any controversy arising over the interpretation or enforcement of the terms and conditions of employment and the terms and conditions of this Agreement and may be raised by an employee, group of employees or the Union on behalf of an employee or group of employees (hereinafter the employee, a group of employees, or the Union acting on behalf of the employee or group of employees shall be labeled as the "Grievant") or the Township. All Grievances shall be in writing and in a form agreeable to the Township and Union.

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

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

have five (5) days of being advised of the Grievance within which to respond with his or her decision in writing to the Grievant with a copy to the Union representative.

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

3. STEP 3: If the matter is not resolved at Step Two to the satisfaction of the Grievant, or if no written decision is received within the fifteen (15) days (which shall be treated as an inability to resolve the Grievance), the Union within an additional thirty (30) days from the date the Step Two decision was rendered, may submit the Grievance or any portion of the Grievance to binding arbitration as set forth in Paragraphs (a) and (b) below. If the Township is the party filing the Grievance, it may proceed directly to Step 3 by following the steps set forth below on five (5) days notice to the Union.

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

PERC appoint an arbitrator. The arbitrator shall be selected pursuant to the procedures of PERC.

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

In the event an employee believes that being required to perform work aggrieves him or her outside that covered by the bargaining unit, the employee shall nevertheless perform such work, but may grieve the matter thereafter.

ARTICLE30: NO STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting on its behalf will cause, authorize, condone or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his or her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), any work stoppage, slowdown or walkout. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, work stoppage, slowdown or other job action, it is covenanted and agreed that participation in any such activity by any employee covered by this Agreement shall be grounds for disciplinary action which may include suspension or termination.

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

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

ARTICLE 31: UNIFORMS

Effective 1/1/2024, the Township shall provide each permanent full-time employee with a clothing/safety shoe allowance of \$500 (five hundred) the entirety of which will be placed into their base salary as per Article 44 of this agreement. Additionally, employee shall continue to receive an annual allowance of \$500.00 (five hundred) for clothing in the form of a purchase order to be used at the Township-selected supplier. The items of work clothing chosen shall be at the discretion of the employee. However, these items will be within the limits of the Berkeley Heights Waste Water Treatment Plant uniform requirement. The procedure for Uniform purchase will follow the proper guidelines established by the Township and will be carried out through and by the Waste Water Treatment Plant Director. All shirts/sweatshirts must include the “Township of Berkeley Heights” logo, the cost of which will be paid for out of this clothing allowance. The Township will provide the supplier with the proper logo format/file. All WWTP employees must have a sufficient supply of clean, suitable clothes with the necessary identification/Township branding on it and will be well kempt when reporting to work. The township shall continue to supply raingear, pullover boots and Safety Gear as necessary.

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

Probationary Employees:

Once completed their probationary period, the employee shall receive a one thousand dollar (\$ 1,000) allowance to purchase uniforms as outlined in Schedule C in the form of a purchase order. In Year 2, the employee will receive the contractual increase of \$500 added to their base pay to be used for clothing as needed and shall receive the annual clothing allowance.

Township will provide five (5) bright-colored t-shirts, in conformance with clothing color requirements and the American National Standards Institute (ANSI), to probationary employees to wear for the duration of their probation. Probationary employee may wear any other high-visibility shirt, appropriate pants and shoes, in accordance with department clothing requirements, to wear during this period, until permanent status is attained and employee receives a clothing allowance. The employer shall provide pull-over boots during the probationary period.

ARTICLE 32: EMERGENCY PROCEDURES

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

ARTICLE 33: LOCKER FACILITIES

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

ARTICLE: SAFETY

A. The Employer shall not require, direct or assign any employee to work under unsafe or hazardous conditions. The employee upon discovering an unsafe or hazardous condition will immediately tell the supervisor. The supervisor will either determine or advise how the work can be performed safely or will stop the work.

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

C. The parties agree to establish a safety committee to consist of two union members, the Waste Water Treatment Plant Director and the Township Administrator or his or her designee. The purpose of the safety committee shall be to establish and enforce safety standards and practices to be observed by all parties in connection with work performed by the employees covered by this Agreement. The safety committee shall meet, at a minimum, two (2) times per year.

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

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

ARTICLE 35: JOB STEWARDS

A. The Township recognizes the right of the Union to designate one (1) job steward and one (1) alternate for the Waste Water Treatment Plant blue-collar workers. The authority of the job steward and alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining Agreement;
2. The collection of dues when authorized by appropriate Local Union action;
3. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
 - a. have been reduced to writing, or
 - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods or any other interference with the Township's business.

B. The job steward and alternates have no authority to take, or authorize the taking of, strike action, or any other action interrupting the Township's business. The Township shall not hold the Union liable for any unauthorized acts of its job stewards and their alternates. The Township in so recognizing such limitations shall have the authority to impose proper disciplinary measures, including discharge, in the event the shop steward has taken an unauthorized strike, slowdown, or work stoppage action in violation of this Agreement. Stewards shall be permitted to reasonably investigate, present and process grievances on or off the property of the Township, without loss of time or pay. Reasonable time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime. The Union will cooperate in keeping such time at a reasonable level.

ARTICLE 36: INSPECTION PRIVILEGES

Providing prior notice is given to the Waste Water Treatment Plant Director or his or her designee, authorized agents of the Union shall have access to the Township establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Township's work schedule.

ARTICLE 37: UNION BULLETIN BOARD

The Employer agrees to provide a bulletin board for the Berkeley Heights Waste Water Treatment Plant blue-collar workers in a conspicuous place in each facility where employees report to work. Postings by the Union on such bulletin boards are to be confined to official business of the Union.

ARTICLE 38: POLITICAL ACTIVITY

Employees shall be prohibited from engaging in any political activities during working hours or on Township property or with Township material or equipment.

ARTICLE 39: OTHER EMPLOYMENT

No employee shall engage in or accept private employment with, or render services for, any private person or interest or become associated with any person, firm, partnership or corporation which has business transactions with the Township or any agency of the Township if such employment or service interferes with his or her duties to the Township or would impair his or her independence of judgment or action in the performance of his or her duties.

Employees of the Township performing outside work or work for other employees of the Township beyond the scope of this Agreement may be required to cease such activity if, in the opinion of the Township in the exercise of its sole discretion such outside work unduly

interferes with or prevents the employee from properly performing his or her duties for the Township.

ARTICLE 40: EDUCATION AND TRAINING

Any member of the bargaining unit who holds a license, permit, certification or the like relating to the particular operations of the Waste Water Treatment Plant which is used in connection with his or her employment shall be reimbursed by the Township for the renewal fees for such license, permit or certification. Township agrees to pay for “total contact hours” needed as part of employee’s continuing education. Employees will pay for application & test fees.

Any employee who is qualified to take, and has received permission from the Waste Water Treatment Plant Director to take, any educational or training class or program required to keep any existing permit, license or certification used in connection with his or her current duties or to secure any license, certification or permit which will be used in connection with his or her duties or provide qualification for advancement within the department shall be, upon successful completion of the class or program (with a minimum grade of B if graded) reimbursed for the costs of such class or program. The employee authorized to take a class or program shall be granted appropriate time off without loss of pay to attend such class or program.

The Township reserves the right to require an employee to take such classes or programs as the Township believes are necessary and appropriate in which case the cost thereof shall be paid by the Township and appropriate time off without loss of pay granted.

Any employee receiving reimbursement for ~~mandatory~~ training and/or has had mandatory training paid for by the Township shall remain employed with the Township for a period of no less than two (2) years following reimbursement or payment. Any employee leaving for any reason, including discharge, before two (2) years after reimbursement or payment shall refund the Township for the amount of said reimbursement or payment on the following pro-rata basis:

1. Leaving during year one (1) – Eighty percent (80%)
2. Leaving during year two (2) – Sixty percent (60%)

Such a refund will come out of employee's last paycheck.

ARTICLE 41 LICENSES & CERTIFICATIONS

In the event any employee receives a license issued by the State of New Jersey that is specific to their job title or earns any other certification specific to that job title - and approved by the Township Administration - that employee, in addition to all other compensation provided for herein, shall receive a salary increase. Salary increases for such licenses and certifications shall be added to the employee's base pay and are pensionable. All employees are eligible to earn and maintain multiple certifications and/or licenses.

Employees receiving license or certification payments shall be required to maintain said licenses/certification to maintain that salary. Proof of certification may be required. Should any employee receiving a license/certification payment fail to maintain said license/certification, the Township shall remove the payment from base salary.

More than one person can have the same certification and/or license. Employees must get approval from the Sewer Director and Township Administrator to seek any license/certification. The town has 30 business days to respond to an employee's request of qualification. Upon completion/attainment of any license/certification, the employee must provide a copy of said license/certification to the Department Director and the Township Administration; it will be kept in the employee's file. Once the township receives this official acknowledgment of completion, the established pay increase commensurate with that license, will be added to employee's salary within 30 days of certification and/or approval from Township.

If in any case, an employee wants to earn a certification/license outside of his/her title, he/she must get permission from the Department Director and Township Administrator. Employee must explain why he/she desires to earn such certification/license and

indicate at that time whether he/she would like to move to a different title as a result. The town has 30 business days to respond to an employee's request of qualification.

The town shall pay for all fees and school tuition for any employee getting these certifications/licenses. If classes or tests are taken during work hours, the town shall excuse the employee with pay.

Employees receiving a salary increase from a certification/license shall be required to maintain said certifications/licenses as a condition of receiving this increase or, in some cases, as a condition of continued employment. Proof of certification may be required. Should any employee receiving a license payment fail to maintain said license, the Township shall remove the corresponding salary increase from base salary.

For the year 2019, the 3% pay increase will be added on to the total base for any employee salary - including any promotions and these discretionary certifications and licenses; for subsequent years, the yearly increase is outlined in Schedule C.-Certifications and licenses will be added to employee's base salary within 30 days of certification and/or approval from Township.

In the event any employee receives a license issued by the State of New Jersey which relates to the operations of the plant, that employee, in addition to all other compensation provided for herein shall receive the following:

C-1 - \$4,000	S-1 - \$ 4,000
C-2 - \$4,500	S-2 - \$ 4,500
C-3 - \$5,000	S-3 - \$5,000

Employees may also obtain the following certifications and licenses:

Tanker Endorsement - \$500

Backflow Prevention Certification - \$2,000 (beginning in 2020)

- Must complete a Backflow Prevention Assembly Tester Training class that teaches guidelines used for acceptable practices of testing backflow prevention assemblies. Prepares participants to take the exam of AWWA, ABPA, ABC, ASSE and others. “Student” must pass the and Certification Examination to obtain certification salary increase.
- Training class and program must be approved by the Township.

PACP/MACP/LACP - \$1,000

- Pipe Assessment Certification Program (MACP) and Lateral Assessment and Certification (LACP)
- Certification Program must be approved by the Township

Lab Work -. Employees received a salary increase in 2019 for lab rotation work.

Black Seal Operator License –

Each operator will train and apply for the Black Seal Operator License

Training, including time and licensing fees and needed recertification will be paid by the employer

New employees who have completed the probationary period will be trained in a timely fashion

No employee shall be subject to discipline if he/she does not pass the first time

An employee with a Black Seal license will receive a one-time pensionable salary increase of \$2,000 when they receive their license.

An employee shall be eligible to receive more than one increase provided more than one license held by such employee is in full force and effect. All increases are to be given when any employee receives his or her license, should said license be used by the Township.

ARTICLE 42: SEPARABILITY AND SAVINGS

If any section, subsection, paragraph, sentence, clause, or phrase of this Agreement shall be held to be invalid or unenforceable by operation of law or by a court or administrative agency of competent and final jurisdiction, the remainder of the provisions of this Agreement shall not be affected thereby but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable as indicated above, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses so as to cure such defect.

ARTICLE 43: TERM AND RENEWAL

The term of this Agreement shall be from January 1, 2024 through December 31, 2026 from year to year thereafter, subject to a written notice from either party to the other of a desire to change or amend this Agreement. To be effective, such written notice must be received by the other party by no later than sixty (60) days prior to the expiration of the Agreement. Upon the expiration of this Agreement, during subsequent negotiations, and until a new agreement is executed, all of the terms and conditions of this Agreement shall remain in effect.

ARTICLE: SALARIES

A. Wages – Base Salaries for all members of the bargaining unit shall be increased by the following amounts:

1. Effective January 1, 2024 \$6,500 base increase
2. Effective January 1, 2025 2.5% + \$500
3. Effective January 1, 2026 2.5% + \$500

New or probationary employees shall receive their first increase on their first anniversary of hire, then receive their next increase on January 1st immediately following their anniversary increase.

New Minimum rates are as follows:

1/1/24 - \$48,000 base (same base in each year of contract for new hires)

The Employer retains the right to hire at a higher rate depending on previous experience, proficiency, education, qualifications and/or other related skills.

B. The members of the bargaining unit shall receive those salaries set forth in Schedule A to this Agreement for the periods specified. The annual percentage increases are set forth in the attached Schedule A.

C. In the event the Township hires a new employee, either for a position existing at the time of the execution of this Agreement or created thereafter, the Township shall assign a salary to such individual and there shall be no increase in that salary for the year in which the employee is hired. In the event that the employee is hired after July 1 of a particular year, there shall also be no increase in the calendar year following the date of hire. In all other instances, the new hire shall be entitled to any percentage increases in pay established by this Agreement.

D. Salaries to be paid in accordance with established job titles as follows:

Maintenance Foreman/Operator, Maintenance Mechanic/Operator, Collection Systems Leadman/Operator, Buildings & Grounds Leadman/Operator, Operations Foreman and Sewer Department Operator.

ARTICLE: INCONSISTENT ORDINANCES

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

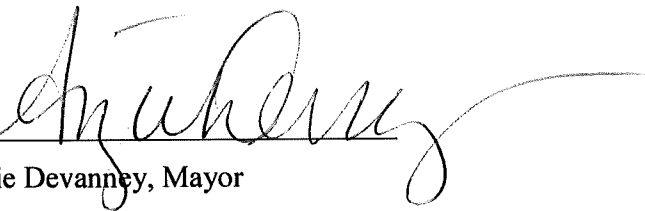
ARTICLE 46: LABOR-MANAGEMENT

A Labor Management Committee shall be created to promote harmony and discuss problems and solutions to issues that do not involve open grievances. The Committee shall be composed of two (2) representatives of UPSEU and two representatives of the Township. The Committee shall meet four (4) times a year/ The committee may waive the right to meet should it unanimously agree there are no issues to discuss.

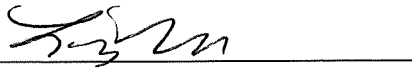
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the dates set forth next to their signatures.

Township of Berkeley Heights

DATE: 11/2/24, 2024


BY: 
Angie Devanney, Mayor

DATE: 11/2/24, 2024

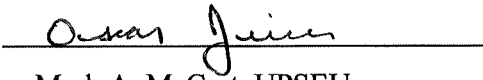
BY: 
Liza Viana, Administrator

United Public Service Employees - Waste Water Treatment Plant

DATE: Nov 4, 2024

BY: 
Kevin E. Boyle Jr., President – UPSEU


DATE: , 2024

BY: 
~~Mark A. McCart~~, UPSEU
Oscar Jirau

DATE: , 2024

BY: _____
Phil Cruz, Committee

DATE: 11-12, 2024

BY: 
John Lepore, Committee

Schedule A				
		2024	2025	2026
	Title	6500	2.5% +500	2.5% +500
Cruz	Operator	\$ 56,871.04	\$ 58,792.82	\$ 60,762.64
Fillmore	Operator	\$ 55,294.12	\$ 57,176.47	\$ 59,105.88
Hosein	Operator	\$ 52,110.70	\$ 53,913.47	\$ 55,761.30
Lepore	Maintenance Mechanic	\$ 62,197.26	\$ 64,252.19	\$ 66,358.50
Mineo	Operations Foreman	\$ 85,629.94	\$ 88,270.69	\$ 90,977.46
Williams	Operator	\$ 48,000.00	\$ 49,700.00	\$ 51,442.50

SCHEDULE B

Sewer Department "On-Call" Notification Policy to UC Dispatch

For all emergency calls or resident complaints about the sewer plant (i.e. the order), dispatch is to contact sewer department personnel using the following procedure:

1. Alarm or complaint reported to UC Dispatch.
2. UC Dispatch calls scheduled Primary "On-Call" person.
3. If Primary "On-Call" person responds, then done.
4. If Primary "On-Call" person does not respond, then call Secondary "On-Call" person.
5. If Secondary "On-Call" person responds, then done.
6. If Secondary "On-Call" person does not respond, then call Foreman (Foreman's work and personal cell phone numbers).
7. If Foreman responds, then done.
8. If Foreman does not respond, then call all Plant personnel until someone is reached.
9. If no Union member responds, then call the Waste Water Treatment Plant Director.
10. If no Sewer Plant personnel can be reached immediately, then CONTINUE TO CALL all personnel until someone is reached. Document event and submit to Police Chief and the Waste Water Treatment Plant Director.
11. If both scheduled "On-Call" persons call to report that they are unavailable to respond due to a personal or other emergency, they must call Foreman to report. If Foreman does not respond, then call the Waste Water Treatment Plant Director.

Standard Operating Procedures "On-Call" Coverage Plant Personnel

1. Union personnel rotate "On-Call" weekly
2. "On-Call" list to be distributed to all employees and to Union County Dispatch on a quarterly basis.
3. There will be a primary and secondary on-call person each week.
4. Both primary and secondary on-call persons are responsible to get coverage if unavailable during scheduled week.
5. Covering person and on-call person must notify UC Dispatch of change in schedule to ensure that covering person is notified of alarms.
6. If on-call person cannot secure coverage, then on-call person must notify the WWTP Director in advance that no on-call coverage is available. (Except in case of emergency.)
7. All WWTP personnel are supplied with a cell phone.
8. In the event of total failure of coverage from union members a written explanation from the primary and secondary scheduled union members will be submitted to the WWTP director or his/her designee stating why they did not respond.
9. In the case of emergency, on-call person must notify the UC dispatch of their unavailability. UC Dispatch will then contact Foreman. Foreman will then cover or call

other union members to secure coverage. If no coverage is available then Foreman will call the WWTP Director. On-Call person will submit a written explanation of emergency to the WWTP Director upon return to work.

10. If on-call person requires assistance to correct the problem, the employee shall call for additional assistance.

11. If a spill has occurred the employee shall immediately notify the WWTP Director.

12. Under no circumstances should a confined space be entered without the presence of an attendant.

13. In the event of a blockage, the on-call person shall call for assistance immediately.

14. Should the Sewer Jet be needed, a qualified CDL licensed employee shall be called.

15. If traffic assistance is needed, then the UC Dispatch must be notified to dispatch BHPD for traffic control.

SCHEDULE C

UNIFORM REQUIREMENTS

Initial Uniform Supply (New Hires):

Six (6) pairs of pants (Navy Blue)

Five (5) sweatshirts (High visibility)

One (1) jacket (High visibility)

Seven (7) t-shirts (High visibility)

Heavy winter jacket

Safety shoes (Two (2) pair)

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