

AGREEMENT

BETWEEN

TOWNSHIP OF BERKELEY

AND

BERKELEY TOWNSHIP SUPERVISORS ASSOCIATION

January 1, 2018 through December 31, 2021

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SALARY SCHEDULE E **Error! Bookmark not defined.**

This Agreement entered into this day of , 2019, by and between the TOWNSHIP OF BERKELEY, IN THE COUNTY OF OCEAN, NEW JERSEY, a municipal corporation of the State of New Jersey (hereinafter called the "Township") and BERKELEY TOWNSHIP SUPERVISORS ASSOCIATION (hereinafter called the "Association"), represents the complete and final understanding on all bargainable issues between the Township and the Association.

ARTICLE I
RECOGNITION

- A. The Township hereby recognizes the Association as the sole and exclusive representative of all white and blue collar supervisors employed by the Township. The job titles presently represented by the Association are listed in Appendix A. The parties agree to meet and discuss any changes to Appendix A as the need arises, and agree that any disputes over unit inclusion will be referred to the Public Employment Relations Commission. .
- B. This Agreement shall govern all terms and conditions of employment and shall be binding upon all parties herein.
- C. Whenever the male gender is utilized in this Agreement, it should also refer to the female gender and singular shall refer to plural as well unless otherwise indicated.
- D. As a result of certain changes in Title mandated by New Jersey Civil Service, the following Titles have been eliminated and replaced with the following titles:
 - i. Supervisor of Records changed to Record Support Tech 4
 - ii. Supervisor of Parks changed to Maintenance Supervisor Grounds
- E. The Township has authorized grade changes for the following Titles:
 - i. Supervising Account Clerk – Grade 1 to Grade 2
 - ii. Municipal Court Administrator – Grade 3 to Grade 4
 - iii. Assistant Tax Collector – Grade 2 to Grade 3
 - iv. Senior Assistant Assessor – Grade 2 to Grade 3
 - v. Deputy Municipal Court Administrator – Grade 2 to Grade 3

- F. The following Titles have been eliminated from the unit:
 - Assistant Assessor
 - Code Enforcement Officer
- G. The following Titles will be added to the Bargaining Unit
 - i. Supervisor Code Enforcement (Grade 4)
 - ii. Sanitation and Recycling Supervisor (Grade 4)
 - iii. Secretary, Board/Commission (Grade 1)
- H. The following titles have been moved from the White Collar Unit to the Supervisor's Unit, effective on ratification, with applicable salary changes applicable to the new Supervisor's grade on 1/1/16:
 - i. Supervising Account Clerk- Grade 1
 - ii. Supervising Cashier- Grade 1
 - iii. Records Support Tech 4- Grade 2

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

- A. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party in accordance with the terms of this Agreement and law.
- B. Except as this Agreement shall otherwise hereafter provide, all terms and conditions of employment applicable on the effective date of this Agreement, January 1, 2018 for employees covered by this Agreement as established by written rules, regulations and/or policies of the Township in force on January 1, 2018 shall continue to be applicable during the term of this Agreement. Nothing herein shall prohibit the Township from modifying those rules, regulations and policies which do not directly diminish the pecuniary benefits afforded to the employee under this Agreement or by the written rules, regulations and policies.

ARTICLE III
ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss of regular straight time pay.
- B. Representatives of the Association shall be permitted to transact official Association business on Township property with appropriate administrative approval and provided that this meeting shall not interfere with or interrupt normal work operations. The decision to excuse employees from their work assignments to participate in negotiations shall be in the sole discretion of the Supervisors or his or her designee and provided that Township operations are not interrupted.
- C. The Association and its representatives shall have the right to use the Township buildings at all reasonable hours for meetings. The Township Administrator shall be notified in writing at least three (3) working days in advance of the time and place of all such meetings and his/her approval shall be required in a written response specifically authorizing such use and shall not interfere with the operations of the Township.
- D. The Association shall have the right to have its qualified personnel use Township facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and similar types of equipment at reasonable times when such equipment is not otherwise in use for Township purposes. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for any of the equipment. The rate to be charged to the employees shall be the same charged to the general public.

ARTICLE IV
DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Township, the Association or any of its agents, against the Township because of membership or activity in the Association. Neither the Township nor the Association shall discriminate against any employee because of race, creed, color, sex, national origin or political affiliation.

ARTICLE V

MANAGEMENT RIGHTS CLAUSE

- A. The Township retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws, Constitution of the United States and the State of New Jersey except as specifically abridged, limited or modified by the express terms of this Agreement and then only to the extent such modification is lawful.
- B. All rights, powers, authority, prerogatives of management and the responsibility and authority to enforce reasonable rules and regulations governing the conduct and activities of the employees are hereby retained by the Township.

ARTICLE VI

NO STRIKE CLAUSE

- A. The parties agree that the employees covered by this Agreement shall not engage in any strike, work stoppage, picketing or other prohibited activity under the law of the State of New Jersey.
- B. In the event such activity takes place, the Township may elect to choose any one or more of the following remedies:
 - 1. Discharge
 - 2. Suspension
 - 3. Reprimand
 - 4. Fines
 - 5. Such Other Relief as Permitted by Law

ARTICLE VII

SICK LEAVE

- A. 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 dangerous contagious disease, or to care for an immediate family member with any of these same issues.
- B. All permanent, full-time employees covered by this Agreement shall be granted sick leave with pay. During an employee's first year of service, he/she will be granted one (1) day for each month of complete service of full-time employment. From the beginning of the employee's second year of service, he/she will be granted fifteen (15) days each year thereafter.
- C. Absence Notification
 - 1. If an employee is absent for reasons that entitle him to sick leave, he/she shall notify his/her supervisor no later than one hour prior to his/her usual reporting time.
 - 2. Failure to notify his/her supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.
 - 3. Absence without notice for five (5) or more consecutive days shall constitute a resignation.
- D. Medical Evidence
 - 1. An employee who shall be absent on sick leave for three (3) or more consecutive working days may be required by the Township to submit acceptable medical evidence substantiating the illness or injury.
 - a. An employee who has been absent on sick leave for periods totaling fifteen (15) days in one 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 recurring 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 Township Administrator may require proof of illness of an employee on leave whenever such requirement appears reasonable.
2. In case of leave of absence due to exposure to dangerous contagious disease, a certificate from the Department of Health may be required by the Township.
3. The Township Administrator may require an employee who has been absent because of his/her personal illness as a condition of his/her 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/her normal duties and his/her return will not jeopardize the health of other employees.
4. Abuse of sick leave shall be cause for disciplinary action.

ARTICLE VIII

WORKDAY AND WORKWEEK

- A. The normal workday time frame for employees in this bargaining unit shall be 6:00 a.m. to 5:00 p.m. which may vary according to management needs.
- B. Supervisors working thirty-five (35) hours per week, excluding a daily thirty (30) minute lunch period and those working forty (40) hours per week, excluding a daily thirty (30) minute lunch period shall be required to work only in the time frame described in the preceding paragraph, unless such workday is modified by the Township. All supervisors working within the Department of Public Works and Dispatch shall work a forty (40) hour week.
- C. A minimum of two (2) hours at time and one-half (1 ½) pay shall be paid to those employees covered by this Agreement for all callouts. .
- D. The Township shall pay overtime at the rate of time and one-half (1 ½) for all worked performed beyond forty (40) hours in any one (1) calendar week, except that all time worked on Saturdays shall be paid at time and one half, and all time worked on Sundays shall be paid at double time, provided that the employee has been paid for forty (40) hours. Time worked in excess of 12 hours in a single day

shall be paid at double time, and the double time rate shall continue until the employee is relieved of duty. However, time spent at meetings and/or training sessions outside the normal work schedule shall be compensated for with compensatory time at straight time rate.

- E. The authorization for taking overtime by employees of this unit must be approved in advance by the Township Administrator or his designee.
- F. The Township Administrator shall in his sole discretion have the authority to authorize the earning of compensatory time in lieu of receiving paid overtime when requested by an employee. The Administrator's decision in this regard shall not be subject to appeal as set forth in the grievance procedure in this contract.

ARTICLE IX
LONGEVITY

- A. 1. Effective January 1, 2014 employees shall be eligible for longevity based on continuous years of full-time employment in the Township as follows:
 - a. Upon completion of five (5) years of continuous service, \$1,100.00 added to base salary;
 - b. Upon completion of ten (10) years of continuous service, \$1,850.00 added to base salary;
 - c. Upon completion of fifteen (15) years of continuous service, \$2,650.00 added to base salary;
 - d. Upon completion of twenty (20) years of continuous service, \$3,750.00 added to base salary;
 - e. Upon completion of twenty-five (25) years of continuous service, \$4,350.00 added to base salary.
- 2. Effective January 1, 2016, employees shall be eligible for longevity based on continuous years of full-time employment in the Township as follows:
 - a. Upon completion of five (5) years of continuous service, \$1,200.00 added to base salary;

- b. Upon completion of ten (10) years of continuous service, \$1,950.00 added to base salary;
 - c. Upon completion of fifteen (15) years of continuous service, \$2,750.00 added to base salary;
 - d. Upon completion of twenty (20) years of continuous service, \$3,850.00 added to base salary;
 - e. Upon completion of twenty-five (25) years of continuous service, \$4,450.00 added to base salary.
3. Effective January 1, 2017, employees shall be eligible for longevity based on continuous years of full-time employment in the Township as follows:
- a. Upon completion of five (5) years of continuous service, \$1,300.00 added to base salary;
 - b. Upon completion of ten (10) years of continuous service, \$2,050.00 added to base salary;
 - c. Upon completion of fifteen (15) years of continuous service, \$2,850.00 added to base salary;
 - d. Upon completion of twenty (20) years of continuous service, \$3,950.00 added to base salary;
 - e. Upon completion of twenty-five (25) years of continuous service, \$4,650.00 added to base salary.
4. Employees hired on or after January 1, 2000 shall only be eligible for longevity under Article IX § A(1), A(2) and A(3) once they have completed ten (10) years of continuous service with the Township.
5. All members of the bargaining unit directly hired into the bargaining unit on or after July 1, 2010 or those who are not receiving longevity under another Township collective bargaining agreement on or after January 1, 2010 shall not be eligible for longevity.
- B. Each employee thereafter 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. Longevity pay shall be paid in each paycheck in a pro-rata basis, with all applicable deductions, as part of the regular pay check.

ARTICLE X
INSURANCE

- A. The Township shall continue to maintain its existing Workers Compensation Insurance for all employees covered by this Agreement.
- B. The Township shall continue to provide such medical insurance benefits currently being provided to the employees. In accordance with the current practice, the premiums shall be paid by the Township. Employees shall contribute toward the costs of health care coverage pursuant to P.L. 2011, Chapter 78, Tier 4, which shall be deducted from the employee's paycheck. .
- C. Employees hired directly into the bargaining unit on or after July 1, 2010 or those who are receiving such under another Township collective bargaining agreement in or after July 1, 2010 shall be enrolled in Direct 15 and shall also pay the contributions as set forth above. Employees hired directly into the bargaining unit (new hires) on or after January 1, 2019 shall be enrolled in the NJ Direct 20/30 Plan of the State Health Benefits Plan.
- D. Effective January 1, 2016, the Township will no longer provide Direct 10 medical plans and all employees will be moved to the Direct 15 medical plan.
- E. All members of the bargaining unit, present and former, shall be covered under the provisions of the prescription plan handled through the SHBP. Any changes to the co-pays/coverage's etc., to said plan made by the SHBC shall govern the employees/former employees under the bargaining unit as to the benefit. Current prescription plan is Benecard. Name brand retail prescription co-pay will be increased from \$10.00 to \$15.00. All other prescription co-pay will remain the same. Walgreen's Pharmacy shall be removed from the prescription plan vendors.
- F. The Township shall continue to provide to the employees and their families covered by this Agreement a dental insurance program as has been in effect. The Township shall pay the premium on such plan.
- G. In the event of disability, retirement or just cause separation, the Township shall allow the individual employee affected to remain on the health insurance program

presently in effect at the time of the signing of this Agreement at no cost to the Township and if permitted by the carrier.

- H. All employees, current and future, who retire on or after the effective date of this Agreement, in order to be eligible for the lifetime health insurance benefits upon retirement, must have served a minimum of fifteen (15) years of the required twenty-five (25) years with Berkeley.
- I. 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 Association. In the event the Association does not agree that the new plan(s) provided(s) substantially equivalent benefits, the Association may submit the matter to expedited 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).

ARTICLE XI

CLOTHING ALLOWANCE

- A. The Township shall provide a clothing allowance in the amount(s) noted to employees listed in Appendix B on or about April 1 of each year. Said allowance shall be in lieu of provision of uniforms and uniform maintenance allowance which had been in past practice. Effective and retroactive to January 1, 2018, the clothing allowance shall increase to \$450. Effective and retroactive to January 1, 2019, the clothing allowance shall increase to \$550. Effective January 1, 2020, the clothing allowance shall increase to \$650. Effective January 1, 2021, the clothing allowance will increase to \$700.
- B. All supervisors working in hazardous areas shall be provided with safety glasses, prescription if needed.
- C. All clothing allowance payments shall be made directly through the employee's payroll check.

ARTICLE XII
VACATIONS

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

<u>Length of Employment</u>	<u>Vacation Time</u>
During the First Year	1 Day per Month
Beginning the Second Year through the Fourth	12 Days per Year
Beginning of the Fifth Year through the Ninth	18 Days per Year
Beginning the Tenth Year	20 Days per Year
Beginning the Eleventh Year	21 days
Beginning the Thirteenth Year	22 days
Beginning the Fifteenth Year	23 days
Beginning the Seventeenth Year	24 days
Beginning the Nineteenth Year	25 days

- B. Eligibility for vacation shall be computed as the first day of the month in which the individual employee of the Association was hired. Employees may carry over to the next year such vacation time as permitted by New Jersey Civil Service Commission Rules and Regulations.
- C. One (1) year's entitlement of vacation may be carried over to the succeeding year, at the value of the salary rate in effect when said entitlement was earned; provided, however, said carry over has the approval of the Township Administrator. Failure to use carry over vacation shall result in its forfeiture.

ARTICLE XIII

HOLIDAYS, PERSONAL LEAVE, BEREAVEMENT LEAVE AND MATERNITY LEAVE

A. The following shall be recognized as holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Presidential Birthday
4. Good Friday
5. Memorial Day
6. July 4th
7. Labor Day
8. Columbus Day
9. Veterans Day
10. Election Day
11. Thanksgiving Day
12. Friday after Thanksgiving
13. Christmas Eve
14. Christmas Day
15. Floating Holiday: A floating holiday will be considered time worked for the purposes 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. An unused, but denied the opportunity to use, floating holiday, may be carried forward to the following calendar year only if approved by the Township Administrator or designee.

B. Personal Leave

Each employee shall be entitled to three (3) personal leave days per year for business which normally cannot be handled during their scheduled work shift which days shall be prorated depending on the amount of time the employee has worked during the year. Personal leave shall not be cumulative. New employees will be entitled to personal leave as follows:

After four (4) months	1 day
After eight (8) months	1 day
After eleven (11) months	1 day

C. Bereavement Leave

1. Employees hired prior to January 1, 2014 - Each employee may be granted up to six (6) consecutive working days leave with pay, one of which shall be either the day of death or the day of the funeral, whichever the employee chooses, for the death of an immediate family member. The first three (3) consecutive working days with pay, one (1) of which shall be either the day of death or the day of the funeral, whichever the employee chooses. The remaining three (3) consecutive working days of the six (6) days may be granted at the discretion of the Mayor or designee and the decision is not grievable. Immediate family shall include spouse, child, parent, grandparent, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandchild, uncle or aunt of the employee, or other member of the immediate family. One (1) days leave will be given to attend the funeral services of a spouse's aunt, uncle or grandparent.
2. All full-time employees hired January 1, 2014 and after, shall have up to three (3) days leave in the event of the death of a spouse, child, parent, grandparent, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandchild, uncle or aunt of the employee or any other member of the immediate household. One (1) day leave will be given to attend the funeral services of a spouse's aunt, uncle or grandparent. Such leave will not be taken until the immediate supervisor is notified of the instance of bereavement. The employer may require proof of loss of a decedent whenever such requirement appears reasonable. Bereavement leave is specifically provided to allow employees to make necessary arrangements and attend funeral services. Bereavement leave must include one of the following days: date of death, any day of viewing, date of internment, day or religious or memorial service. In no event shall any part of Bereavement Leave occur more than fifteen (15) days from the date of death.

D. Maternity Leave

1. The Township shall grant maternity leave without pay to any employee upon request subject to the following stipulations and limitations and/or applicable statutes, rules and regulations governing this leave.
 - a. Maternity leave shall commence and terminate on the date requested by the employee.
 - b. Any employee granted maternity leave without pay according to the provisions of this section may, at her discretion, elect to use all or any part of her accumulated sick leave during the period of such absence and receive full pay and benefits for the same.
 - c. Any employee granted maternity leave shall, at her request, be restored to the exact same category, vacated at the commencement of said leave.
 - d. No employee shall be required to leave work because of pregnancy at any specific time prior to the expected childbirth nor be prevented from returning to work after childbirth solely on the grounds that there has not been a time lapse of specific duration between childbirth and the desired date of return, unless in the opinion of management she is physically unable to perform her duties.
 - e. The Township shall not remove any employee from her duties during pregnancy unless the employee cannot produce a certificate from her physician that she is medically able to continue with her duties.
 - f. The Township shall not discriminate against any person in violation of N.J.S.A. 10:5-1 et. seq. (The Law Against Discrimination) nor in violation of the Constitutions of the State of New Jersey and of the United States.
- E. Any employee who does not elect to take a maternity leave may continue to perform her duties as long as physically able to do so and will be entitled to return to her duties when her physician certifies that she is physically able to do so. The period of such absence will be deemed the same as for any other physical disability and she will be entitled to her annual and accumulated sick leave with pay during the period of absence. The employee must return to work

within six (6) weeks after childbirth; the employee must provide at least two (2) weeks' notice of same.

ARTICLE XIV
BENEFITS AT TERMINATION OR RETIREMENT

- A. Upon an employee leaving service with the employer for any reason, and including, retirement, termination, resignation or death, any benefits which may be available under other provisions of this contract, to the employee, for vacation time, sick time, personal leave, or other such benefit, shall be prorated to the employee during the year of their retirement, at his/her current rate. By way of example, an employee that retires or otherwise leaves service on July 1 of a given year, would only be entitled to one-half (1/2) of his/her yearly vacation allotment, sick leave allotment and personal leave allotment for the year of retirement. Any such use in excess would be reimbursable to the employer.
- B. Effective 1/1/17 through the term of this contract, the Township agrees, for those employees retiring after said date under the NJ State Pension Plan, and where those employees meet the eligibility requirements set forth in Township of Berkeley Resolution 89-256-R, that so long as the Township maintains and provides i) continuation of spousal medical insurance coverage after death of the employee, and ii) reimbursement for Medicare Part B premiums, pursuant to Township Resolution for other township employees, they will continue to maintain the same benefit for the members of this bargaining unit. Employees who retired prior to 1/1/17 shall not be entitled to the benefit now or in the future.

ARTICLE XV
VOLUNTARY TERMINATION BENEFITS

- A. Upon death or old age retirement, the Township agrees to purchase back all accumulated, unused sick days, unless otherwise requested by the employee and agreed to by the Township. Payment for said sick days shall be in the form

of one payment at the time of retirement. All accrued vacation, holiday or sick leave owed to any employee at the time of his death while in the employment of the Township shall be paid to his beneficiary or estate.

B. If any individual covered by this Agreement decides to voluntarily leave his or her employment, the Township agrees to purchase back unused and accumulated sick days based upon the following schedule:

1. The Township will purchase back unused sick days in accordance with the following usage by an individual:

<u>USAGE</u>	<u>TOWNSHIP PURCHASE</u>
10% or less	All unused sick days
Between 10.1% and 20%	75% of unused sick days
Between 20.1% and 30%	50% of unused sick days
Between 30.1% and 40%	25% of unused sick days
Between 40.1% and 50%	10% of unused sick days
Over 50.1%	Township will not purchase any unused sick days

2. The sick days to be calculated for purpose of this Agreement shall be the sick days accumulated by the employee from the date of his first hire with the Township.

C. This Article does not apply to any individual who leaves the employ of Berkeley Township because of disciplinary proceedings filed against him or other legal action of a similar nature. Discipline shall be defined as published in N.J.S.A. Title 11A (Civil Service) and N.J.A.C. 4A. They shall be entitled to no payment for any accumulated unused time.

D. Valuation of days purchased back by the Township pursuant to this Article:

1. Each accumulated unused sick day prior to January 1, 1986 shall be valued at the daily rate of the employee's 1985 salary.
2. Each accumulated unused sick day from January 1, 1986 shall be valued at the employee's salary at the time each such sick day was earned.
3. Employees shall utilize sick days from the reserve of accumulated unused sick days in the order of the most recently accumulated unused sick days.

4. The maximum total payment shall not exceed \$15,000.00. However, employees, as of June 2, 1997, who have an accumulation in excess of \$15,000.00 may be paid in excess of that figure at the figure they had as of June 2, 1997, which shall not thereafter increase.

ARTICLE XVI

GRIEVANCE PROCEDURE

- A. A grievance shall be a complaint arising out of the interpretation or application of this Agreement. Working days shall be defined as Monday through Friday whether the employee works those days or not.
- B. No grievance may be instituted by an employee or the Association more than fifteen (15) calendar days after the alleged incident occurred.
- C. An aggrieved person is the person or persons or the Association making a claim.
- D. Party in interest is the person or persons making the claim and any person, including the Association or Township, who might be required to take action or against whom action might be taken in order to resolve the claim.
- E. Grievance Steps:
 1. The President of the Association or his duly authorized and designated representative shall present orally the grievance or grievances to the immediate supervisor. An oral answer shall be submitted by the supervisor within five (5) working days.
 2. If the oral grievance is not resolved at Step One or if no answer has been received by grievant within the time set forth in Step One, the grievance shall be submitted in writing within ten (10) working days to the Township Administrator. The Township Administrator or his designee shall respond to the grievance within twenty-one (21) working days. Working days shall be defined as Monday through Friday, whether or not the employee actually works the day(s) in question.

3. If the grievance has not been settled by the parties at the preceding Step of the grievance procedure, the Association may demand arbitration of the grievance within thirty (30) calendar days as set forth hereafter.
- F. Arbitration: If a grievance is not settled through Steps 1 and 2, the grievance may be submitted to an arbitrator mutually selected by the parties under the guidelines of the Public Employment Relations Commission.
1. All submissions to arbitration must be made within thirty (30) calendar days of the written decision of the Township Administrator.
 2. 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. Rules, regulations, policies or orders of Berkeley Township shall be subject to interpretation or revision by an arbitrator except if specifically provided by the parties.
 - e. 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.
 - f. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally by the parties.
 - g. Any other costs of the arbitration, including the presentation of witnesses, shall be borne by the party incurring the same.

ARTICLE XVII

DUES CHECKOFF AND AGENCY SHOP

- A. The Township shall deduct the monthly Association dues from each employee who has furnished to the Township a written authorization for such deduction in a

form acceptable to the Township. Funds so deducted shall be paid over to the Association on a monthly basis within thirty (30) days of the end of the month, together with a statement showing from whom the dues were collected and amounts thereof.

- B. Any agency shop provisions pursuant to New Jersey statute shall be provided permitting up to eighty-five (85%) percent dues assessment. The Association shall comply with all aspects of Chapter 477 of the Public Laws of 1979 with respect to a demand and return system. The Association shall hold harmless the Township from any and all claims arising out of this Article.
- C. In the event the New Jersey Agency Shop Statute is declared illegal by any State or Federal Court having jurisdiction over same, the Township's responsibility to comply with the terms of this Article shall cease.
- D. The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon the salary deduction (dues deduction/agency shop) cards submitted by the Association to the Township.

ARTICLE XVIII

SALARIES

- A. The parties agree that each step of the existing salary guide will be increased by three percent (3%) per year each year during the term of this contract. The increases in the salary guide will be effective and payable on January 1st of each year of the calendar, i.e. 1/1/18, 1/1/19, 1/1/20 and 1/1/21, including retroactively, where applicable.
- B. Each employee of the bargaining unit not at top step shall advance one step on the salary guide effective and retroactive to August 1, 2018. Employees at top step and off guide receive a 3% increase in base pay effective and retroactive to that date.

- C. Each employee of the bargaining unit not at top step shall advance one step on the salary guide effective August 1, 2019. Employees at top step and off guide shall receive a 3% increase in base pay effective on that date.
- D. Each employee of the bargaining unit not at top step shall advance one step on the salary guide effective August 1, 2020. Employees at top step and off guide shall receive a 3% increase in base pay effective on that date.
- E. Each employee of the bargaining unit not at top step shall advance one step on the salary guide effective August 1, 2021. Employees at top step and off guide shall receive a 3% increase in base pay effective on that date.
- F. Court employee callouts – Afterhours callouts by employees working in the Municipal Court shall be paid based upon a stipend of \$65.00 per event/callout, regardless of whether the matter is handled by a single phone call from the employee, multiple phone calls or an appearance at the court offices.
- G. The Golf Course Superintendent shall be paid a yearly stipend to oversee the driving range and related aspects of golf course operation. Said stipend shall be paid on a pro-rata basis if the Superintendent does not serve for a full calendar year or the period of time when the stipend commences is not for a full calendar year. The stipend shall commence once the driving range commences operation. The amount of the stipend for the duration of the contract shall be \$5,000.00/year
- H. Grade changes to Titles made effective with this agreement shall take effect 1/1/18. The salaries listed below shall be increased in accordance with the terms of Paragraphs A through E above, including but not limited to the increase in the salary guide effective January 1, 2018. The following employees whose title has changed grade as a result of the modification to Appendix H, Job Title List, shall be placed at the following Grade and Step as of January 1, 2018 based on changes to the salary guide that was in effect on January 1, 2017.:

Grade Changes:

Grade 2

- 1. Supervising Account Clerk (Bernadette Musselwhite)
Grade 1 Step 9 to Grade 2 Step 12

(Salary effective on the 1/1/17 guide is now \$50,708 an increase of \$9,654) The step placement also reflects the change to a 40 hour work week.

Grade 3

2. Deputy Municipal Court Administrator (Cynthia Walsh)

Grade 2 Step 7 to Grade 3 Step 3

(Salary effective on the 1/1/17 guide is now \$47,962 an increase of \$2,353)

3. Assistant Tax Collector (Nicki Montedoro)

Grade 2 Step 12 to Grade 3 Step 8

(Salary effective on the 1/1/17 guide is now \$53,852 an increase of \$3,144)

4. Senior Assistant Assessor (Jane Casagrande)

Grade 2 Step 24 to Grade 3 Step 23

(Salary effective on the 1/1/17 guide is now \$71,511 an increase of \$2,749)

Grade 4

5. Municipal Court Administrator (Jesse Jenkins)

Grade 3 Step 22 to Grade 4 Step 17

(Salary effective on the 1/1/17 guide is now \$73,867 an increase of \$3,533)

6. In-Grade Increases: The following individuals shall be accorded in-Grade increases, effective January 1, 2018, based on experience and/or the assignment of additional duties and responsibilities:

- (a) Pam Castle, Technical Assistant, Construction Official – Grade 2, Step 5 (\$43,568)

- (b) James Sperber, Maintenance Supervisor Grounds – Grade 4, Step 11 (\$65,860)

- (c) Assistant Sanitation and Recycling Supervisor (Pat Rowley)

Grade 3, Step 8 to Grade 3, Step 19 (Salary effective on the 1/1/17 guide is now \$66,244, an increase of \$12,392)

- I. Secretary, Board/Commission is a new title added to the unit. Such employee shall be paid the salary of \$35,009 (Grade 1, Step 2) effective on and retroactive to January 1, 2019, until August 1, 2019 when the employee shall move to Grade 1 Step 3 on the guide. Thereafter, said employee shall follow the salary guide as provided by the agreement.
- J. The Township agrees to provide notice to the Association of its intent to enter into a shared services agreement with any other public entity which involves the performance of bargaining unit work. In the event the Township enters into such an agreement, the Township agrees to negotiate with the Association over the impact of such agreement, including issues pertaining to workload and compensation.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

- A. No employee shall be formally disciplined or formally reprimanded, reduced in rank or compensation without just cause. Any such action asserted by the Township or any agent or representative thereof shall be subject to the grievance procedure herein set forth. This provision shall not limit the Township to reduce in force or take such action with respect to employees covered by this Agreement as permitted by law.
- B. Employees covered by this Agreement who have secured college degrees will be paid in accordance with the schedule noted below:
 - 1. Associates Degree - \$600.00
 - 2. Bachelor's Degree - \$850.00
 - 3. An employee with an Associate's Degree who thereafter secures a Bachelor's Degree will receive an additional \$250.00 for a total of \$850.00.The Township will pay for job related course which are approved in advance.
- C. Effective January 1, 2009, any employee not receiving payment under §B above shall only be eligible for payment if the degree is related to the job duties of the employee or if the degree is required to qualify for appointment to the title.

- D. Employees attending education classes during working hours, must utilize personal or vacation leave time to attend. Employees attending such classes seeking to maintain existing "certifications" required for their current employment with the Township shall be excluded from this requirement.
- E. Mileage reimbursement for authorized use of an employee's vehicle shall be at the current IRS reimbursement rate.
- F. The Township agrees to post notice of all vacant positions for a period of not less than thirty (30) days. The Township shall provide a response to unit members applying for such vacancy within thirty (30) days of receipt of the application. Nothing in this provision shall prevent the Township from filling a vacant position on a provisional basis as provided by law.

ARTICLE XX

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision shall be restrained by such tribunal pending a final determination as to its validity, such provision or application shall be inoperative but all other provisions shall not be effected thereby and shall continue in full force and effect.

ARTICLE XXI

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 be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

ARTICLE XXII

DURATION

- A. This Agreement shall become effective January 1, 2018 and shall continue in full force and effect through December 31, 2021. All economic changes provided for in this Agreement shall apply only to those individuals in the employ of the Township on the date of signing of this Agreement and to those employees who have retired during the negotiations leading to this Agreement.
- B. In the absence of written notice given no less than ninety (90) nor more than one hundred twenty (120) days prior to the expiration date of this Agreement, by either party to the other of intention to terminate this Agreement shall automatically be renewed for a period of another year, and from year to year thereafter until such time as the aforementioned notice is given prior to the annual expiration date.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Agreement through their authorized representatives this 24th day of April, 2016.

BERKELEY TOWNSHIP SUPERVISORS
ASSOCIATION

By: Bernadette Musselwhite
Bernadette Musselwhite, BTSA

TOWNSHIP OF BERKELEY


By: [Signature]
Carmen Amato, Mayor

Attest:

Attest:



Kevin P. McGovern, Attorney, BTSA



Beverly M. Carle, Township Clerk

APPENDIX A

JOB TITLES

GRADE 1:

Secretary, Board/Commission

GRADE 2:

Assistant Recreation Supervisor
Program Coordinator Drug & Alcohol Abuse
Records Support Technician 4
Technical Assistant – Construction Official
Supervising Account Clerk

GRADE 3:

Assistant Golf Superintendent
Manager of Golf Facilities
Zoning Officer
Payroll Supervisor
Assistant Supervisor of Accounts
Supervising Animal Control Officer

Recreation Supervisor
Supervisor Criminal Information Records
Assistant Tax Collector
Senior Assistant Assessor
Deputy Municipal Court Administrator
Assistant Sanitation and Recycling Supervisor

GRADE 4:

Golf Superintendent
Supervising Communications Operator
Supervising Mechanic
Supervisor Building Services

APPENDIX A

JOB TITLES

GRADE 4: (con'd)

Supervising Code Enforcement Officer
Sanitation and Recycling Supervisor
Municipal Court Administrator
Maintenance Supervisor Grounds

APPENDIX B
CLOTHING ALLOWANCE

Supervising Sanitation	\$450.00
Supervising Mechanic	\$450.00
Assistant Golf Superintendent	\$450.00
Golf Superintendent	\$450.00
Assistant Sanitation and Recycling Supervisor	\$450.00
Sanitation and Recycling Supervisor	\$450.00
Superintendent of Recreation	\$450.00
Maintenance Supervisor Grounds	\$450.00
Supervisor Building Services	\$450.00
Supervisor Public Works	\$450.00
Supervising Code Enforcement Officer	\$450.00
Supervising Communications Operator	\$450.00

SALARY SCHEDULE E

SALARY GUIDE FOR 2018				
STEP	GRADE 1	GRADE 2	GRADE 3	GRADE 4
1	35,171	40,672	46,977	54,089
2	36,059	41,721	48,190	55,468
3	36,949	42,770	49,401	56,842
4	37,839	43,820	50,612	58,214
5	38,729	44,875	51,825	59,588
6	39,619	45,925	53,040	60,964
7	40,509	46,977	54,251	62,338
8	41,397	48,026	55,468	63,714
9	42,285	49,080	56,679	65,085
10	43,173	50,128	57,891	66,462
11	44,064	51,179	59,103	67,836
12	44,955	52,229	60,317	69,210
13	45,843	53,281	61,529	70,586
14	46,734	54,333	62,742	71,959
15	47,622	55,384	63,954	73,575
16	48,511	56,436	65,168	74,706
17	49,401	57,484	66,381	76,083
18	50,291	58,535	67,580	77,456
19	51,179	59,588	68,231	78,831
20	52,065	60,641	70,018	80,206
21	52,952	61,694	71,231	81,581
22	53,841	62,748	72,444	82,952
23	54,729	63,798	73,656	84,330
24	60,595	70,825	81,839	93,680

SALARY SCHEDULE E

SALARY GUIDE FOR 2019				
STEP	GRADE 1	GRADE 2	GRADE 3	GRADE 4
1	36,227	41,892	48,387	55,712
2	37,141	42,973	49,635	57,132
3	38,058	44,053	50,883	58,547
4	38,974	45,135	52,131	59,960
5	39,891	46,221	53,380	61,375
6	40,808	47,302	54,631	62,793
7	41,724	48,387	55,879	64,208
8	42,639	49,467	57,132	65,625
9	43,553	50,552	58,379	67,037
10	44,469	51,632	59,628	68,456
11	45,386	52,714	60,877	69,871
12	46,304	53,796	62,126	71,286
13	47,219	54,879	63,375	72,703
14	48,136	55,962	64,625	74,118
15	49,051	57,046	65,872	75,782
16	49,966	58,129	67,123	76,947
17	50,883	59,209	68,373	78,366
18	51,800	60,291	69,608	79,780
19	52,714	61,375	70,278	81,196
20	53,627	62,460	72,119	82,612
21	54,541	63,545	73,368	84,029
22	55,456	64,630	74,617	85,441
23	56,371	65,712	75,866	86,860
24	62,413	72,950	84,294	96,490

SALARY SCHEDULE E

SALARY GUIDE FOR 2020				
STEP	GRADE 1	GRADE 2	GRADE 3	GRADE 4
1	37,313	43,149	49,838	57,383
2	38,255	44,262	51,124	58,846
3	39,199	45,374	52,409	60,303
4	40,144	46,489	53,694	61,759
5	41,088	47,608	54,982	63,216
6	42,032	48,721	56,270	64,676
7	42,976	49,838	57,555	66,134
8	43,918	50,951	58,846	67,594
9	44,860	52,068	60,131	69,048
10	45,803	53,181	61,417	70,509
11	46,748	54,295	62,703	71,967
12	47,693	55,410	63,990	73,425
13	48,635	56,526	65,276	74,885
14	49,580	57,641	66,563	76,341
15	50,522	58,757	67,849	78,056
16	51,465	59,873	69,137	79,255
17	52,409	60,985	70,424	80,716
18	53,353	62,100	71,696	82,173
19	54,295	63,216	72,387	83,632
20	55,236	64,334	74,282	85,091
21	56,177	65,451	75,569	86,549
22	57,120	66,569	76,856	88,004
23	58,062	67,684	78,142	89,466
24	64,285	75,138	86,823	99,385

SALARY SCHEDULE E

SALARY GUIDE FOR 2021				
STEP	GRADE 1	GRADE 2	GRADE 3	GRADE 4
1	38,433	44,443	51,333	59,105
2	39,403	45,590	52,658	60,611
3	40,375	46,736	53,982	62,112
4	41,348	47,884	55,305	63,612
5	42,320	49,036	56,631	65,113
6	43,293	50,183	57,958	66,617
7	44,265	51,333	59,282	68,118
8	45,235	52,479	60,611	69,622
9	46,206	53,630	61,934	71,120
10	47,177	54,776	63,259	72,625
11	48,150	55,924	64,584	74,126
12	49,124	57,072	65,910	75,627
13	50,094	58,221	67,235	77,131
14	51,068	59,371	68,560	78,631
15	52,038	60,520	69,884	80,397
16	53,009	61,669	71,211	81,633
17	53,982	62,815	72,537	83,138
18	54,954	63,963	73,847	84,638
19	55,924	65,113	74,558	86,141
20	56,893	66,264	76,511	87,643
21	57,862	67,415	77,836	89,146
22	58,834	68,566	79,162	90,644
23	59,804	69,714	80,486	92,150
24	66,214	77,392	89,427	102,366

