

AGREEMENT

BETWEEN

TOWNSHIP OF BERKELEY
(WHITE COLLAR UNIT)

AND

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL 97

JANUARY 1, 2023 THROUGH DECEMBER 31, 2025

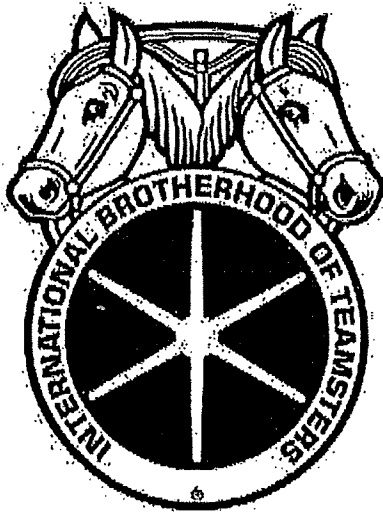


TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
	PREAMBLE	3
1	RECOGNITION AND SCOPE OF AGREEMENT	4
2	COLLECTIVE BARGAINING PROCEDURE	5
3	DUES DEDUCTIONS	6
4	UNION RIGHTS AND PRIVILEGES	7
5	MANAGEMENT RIGHTS	8
6	SHOP STEWARDS	9
7	EMPLOYEE RIGHTS	10
8	GRIEVANCE PROCEDURE	11
9	HOLIDAYS, VACATION & LEAVES (NON-MEDICAL)	13
10	SICK & MEDICAL LEAVES	15
11	EDUCATION	18
12	HOURS OF WORK AND OVERTIME	19
13	INSURANCE	21
14	LONGEVITY	22
15	SALARIES	23
16	RETIREMENT BENEFITS	24
17	OTHER PROVISIONS	25
18	AGREEMENT	26
	APPENDIX- STEP GUIDES	27
	APPENDIX- TITLES	35

PREAMBLE

This agreement entered into this _____ day of _____, 20____, by and between the Township of Berkeley , in the county of Ocean, New Jersey, a municipal corporation of the State of New Jersey (hereinafter referred to as the "Township") and The International Brotherhood of Teamsters, Local 97, located at 136 Central Avenue, Clark NJ 07066, (hereinafter referred to as the "Union") represents the complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE 1

RECOGNITION AND SCOPE OF AGREEMENT

The Township hereby recognizes the Union as the exclusive representative for the purpose of collective negotiations with respect to terms and conditions of employment including all wages and hours for the following unit:

1. All white-collar permanent employees employed by Berkeley Township including and limited to Schedule A of this Agreement. Any dispute over inclusion of new titles shall be subject to a decision by the Public Employment Relations Commission.
2. All grandfathered Part Time employees (working less than 35 hours per week) as defined in Schedule A of this Agreement.

This unit excludes all permanent blue-collar employees, civilian telecommunications operators, senior telecommunications operators and police dispatchers, policemen, confidential, professionals, craft and managerial and supervisory employees of the Township. (Sometimes defined as "assistant" or "deputy" in title.)

ARTICLE 2

COLLECTIVE BARGAINING PROCEDURE

- A. Collective bargaining with respect to rates of pay, hours of work, or other conditions of employment shall be conducted by the duly authorized bargaining agent of each party.
- B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.
- C. Not later than June 1st of the calendar year in which this Agreement expires, the Township and the Union agree to enter into collective bargaining negotiations following Chapter 123, Public Law 1974.
- D. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party, except that the Union shall be held to only four (4) negotiations committee members.
- E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. Nothing herein shall prohibit the Township from modifying those rules, regulations and policies which do not directly diminish salaries and fringe benefits under this Agreement. If no successor is reached all aspects stay in place except no increases in salary shall happen until an agreement is reached.

ARTICLE 3

DUES DEDUCTIONS

- A. Upon receiving the written authorization and assignment of an Employee covered by this Agreement, the Township agrees to deduct from the first pay of each month membership dues in such amounts fixed, pursuant to the By-Laws and Constitution of the Union during the full term of this agreement and any extension of renewal thereof. Said monies, together with a list of such deductions shall be transmitted to the Secretary-Treasurer of the Union by the fifteenth (15th) day of each month following the monthly pay period in which the deduction took place.
- B. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs which may arise out of or by reason of any action taken or not taken by the Employer in connection with this provision.
- C. The Township agrees that it shall deduct full membership dues from those members of the bargaining unit who have authorized such deductions in accordance with N.J.S.A. 52:14-15.9e and agrees to transmit said dues to the union on a monthly basis. The union shall be responsible for notifying the Township of the amount of full member dues and any changes thereto. The Township further agrees that pursuant to N.J.S.A. 34:13A-5.14 it shall not encourage full dues paying members to resign or relinquish their membership in the union. Unit members electing not to join the union may be assessed a fee for services pursuant to a fee schedule developed by the union as permitted by law.

ARTICLE 4

UNION RIGHTS AND PRIVILEGES

- A. Four (4) bulletin boards will be made available to the Union for the purpose of posting Union matters relating to meetings, dues, entertainment, health, safety and welfare of the employees who are members of the Association and of general Union activities. Union members shall not post any materials containing anything derogatory, inflammatory, insulting or demeaning against the Township, Township employees or Township residents.
- B. Union notices can also be arranged to be attached to bargaining unit members' paychecks by delivering either through mail, email or by courier to the Township before the pay period ends. Union notices shall not consist of any materials containing anything derogatory, inflammatory, insulting or demeaning against the Township, Township employees or Township residents. All such notices are subject to approval by the Township Administrator, Mayor or designee.
- C. The Union shall have the right to hold meetings in Township facilities, provided these meetings are scheduled in accordance with Township policy and do not interfere with normal Township operations. Union members shall have the right to use copy machines, fax machines, telephones and other equipment to distribute message which comply with Sections A and B of this Article and do not interfere with normal Township operations.
- D. The Union Business Agent and any Shop Steward shall have admission to Township premises at anytime during working hours provided such admission causes no interference with normal Township operations or Employees' duties.
- E. Any change in policy, procedure or regulation shall not be made until notification has been made to the Union, unless it is an emergency. In that case, the Union shall be made aware as soon as possible following such emergency implementation. The Union has the right to request any policy, regulation, ordinance or memo that affects the members of the Bargaining Unit.

ARTICLE 5

MANAGEMENT RIGHTS

- A. The Township maintains the exclusive right to direct the work force of employees and the operations of the various departments. This shall include, but not limited to:
1. Direction and operation generally
 2. Type of work to be performed (within title)
 3. Work assignments (within title)
 4. Machinery, tools and equipment to be used
 5. Hours of work (within the Agreements contained herein)
 6. Hiring, promotions, discharge, demotions and disciplinary actions against employees, all in accordance with NJ Statutes Title 11A, (Civil Service Act) and/or NJAC Title 4A and its amendments as may be enacted from time to time.
 7. Making, drafting and enforcing rules and regulations governing the same and safety of its employees.
- B. The Township may establish and enforce reasonable rules and regulations which do not conflict with this Agreement for the department operations and conduct of personnel thereof and maintenance of discipline.
- C. It is not the intent of this Agreement to violate any of the Township laws, laws of the State of New Jersey, or laws of the United States of America. If any provision of this Agreement to any Employee hereby covered shall be found contrary to law, such provision of application shall have the effect only to the extent permitted by law.

ARTICLE 6

SHOP STEWARDS

- A. The Township recognizes the right of the Union to designate stewards and their alternates herein after referred to as Shop Stewards for the enforcement of this Agreement. The Union shall provide the Township with a written list of Shop Stewards and alternates and notify the Township of any changes to said list.
- B. The authority of Shop Stewards and alternates 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 this Agreement.
 - 2. The transmission of such messages and information which shall originate with and be authorized by the Local Union.
 - 3. Participation in collective bargaining activities and negotiations of this Agreement.
- C. Shop Stewards shall be allowed sufficient time during the regular working hours without loss of pay to see that the terms and conditions of this Agreement are observed, provided there is no interference with normal Township operations or Employees' duties.
- D. In the event negotiations, grievance procedures, fact-finding and other meetings are mutually scheduled at any time during working hours, members of the respective negotiations committee, including (but not limited to) Shop Stewards, shall suffer no loss in pay.
- E. Shop Stewards shall be granted release time from employment without loss of pay to attend seminars, conferences and other Union activities off-site provided the Township receives a written request from the Union stating the reason and length of time needed to attend said activities no later than two (2) weeks before the date of the event on Union letterhead. The Township shall not be required to grant more than fifteen (15) days of such leave per calendar year. The granting of leaves for Union business shall be at the sole discretion of the Township provided the denial of said leave is not arbitrary or capricious in nature.
- F. No Shop Steward shall be discriminated against by any Township employee or official because of faithful performance as a Shop Steward nor shall any Shop Steward be removed from the job until notice has been given to the President of the Union.

ARTICLE 7

EMPLOYEE RIGHTS

- A. There shall be no discrimination, interference, or coercion by the Township or any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union shall not intimidate or coerce employees into membership. Neither the Township nor the Union shall discriminate against any employee because of race, creed, color, national origin, religion, sexual orientation, gender or political affiliation.
- B. No employee shall be reprimanded in the presence of a co-worker, member of the public or other member of the Township's staff by any supervisor, administrator or Township official without justifiable, substantive reasons.
- C. Any employee shall have the right to have a Union representative accompany them in all disciplinary procedures filed against them by their supervisor or the Township.
- D. All disciplinary proceedings filed against any employee by the supervisor or the Township shall only be for just cause and in accordance with NJ Statutes Title 11A and/or NJAC Title 4A and their amendments as may be enacted from time to time. No notice of this action shall be made or posted publicly.
- E. Each employee has the right to review their personnel folder. All requests shall be submitted in writing to the supervisor and will be honored within three (3) days of the receipt of the request. All materials contained in the employee's personnel folder will be open to examination by the employee, their supervisor, the Township Business Administrator, the Mayor, legal counsel retained by the Township and any other Township official. Any viewing of the personnel file shall be in the presence of the Township Administrator or his/her designee. Any material placed in the employee's present folder shall be copied to the affected employee. An employee can request a copy of anything in their file after the review. An employee has the right to attach a rebuttal to any document in their file, at any time.
- F. An employee shall be provided with a copy of a specific rule or regulation at issue by the supervisor or the Township.
- G. Employees shall comply with such rules and regulations and all employees shall promptly and efficiently execute the instructions and order of their supervisors unless it is a matter of safety or health. If the employee or the Union believes an instruction or order is unreasonable or unjust, the employee shall comply with the order or instruction but with the further provision that such employee or Union may treat the order or instruction as a grievance to be handled in accordance with the Grievance Procedure defined in this Agreement.

ARTICLE 8

GRIEVANCE PROCEDURE

For the purposes of this Agreement, the term "grievance" means an appeal by an individual employee or the Union on behalf of an individual employee or group of employees from the interpretation, application or violation of the terms and conditions of this collective bargaining agreement and any past practices mutually performed by both parties.

If at any step in the procedure, the decision is not appealed within the appropriate prescribed time, such grievance will be considered closed and there shall be no further appeal or review.

Step One

The Business Agent or Shop Steward shall present the grievance in writing to the supervisor or his/her designee. A grievance must be filed within five (5) working days after the event that gave rise to the grievance. The supervisor or his/her designee shall answer the grievance in writing within five (5) working days.

Step Two

If the grievance is not resolved at Step One, or if no answer is received by the Union within the time set forth in Step One, the Union may present the written grievance to the Township Administrator within five (5) working days after receiving the written response from the supervisor or alternatively no response. The Township Administrator shall forward a written reply within fifteen (15) calendar days of receipt of the written grievance. Upon request of either party, a meeting may take place during this time period.

Step Three

In the event no answer is received from the Township Administrator within the specific time, or the grievance is not resolved at Step Two, the Union may move the grievance to the Mayor within five (5) working days after receiving the written response from the Township Administrator or alternatively no response. The Mayor shall forward a written reply within thirty (30) calendar days of receipt of the written grievance. Upon request of either party, a meeting may take place during this time period.

Step Four

If the grievance has not been settled by the parties at Step Three, or if no answer in writing by the Mayor has been received by the Union with the time period of Step Three, the Union may demand arbitration of the grievance within thirty (30) calendar days of the receipt of the Step Three decision or when the Step Three decision should have been rendered.

Step Five- Arbitration

If a grievance is not settled under Step Four, such grievance shall, at the request of the Union or the Township, be referred to NJPERC as mutually agreed to by the parties for selection of an arbitrator according to its rules. All submissions to arbitration must be made within thirty (30) calendar days.

The arbitrator shall conduct a hearing and render a decision in writing with findings of fact and conclusions. The arbitrator shall not have the power to add to, subtract from or modify the provisions in this Agreement. The arbitrator shall confine a decision solely to the interpretation and application of the Agreement and shall confine the decision to the one (1) precise issue submitted for arbitration unless the parties agree otherwise. 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. The fees and expenses of the arbitrator shall be divided equally by the parties. Any other costs of arbitration, including the presentation of witnesses, shall be borne by the party incurring same.

Advance Step Filing- In the event a grievance affects more than one (1) member or any class of workers or members (Class Action) or if it involves the termination of an employee, then the grievance shall commence directly at Step Two by the Union.

ARTICLE 9

HOLIDAY, VACATION & LEAVES (non-medical)

A. Holiday Leave

The following shall be recognized as holidays and included in the employee's regular pay period.

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veterans Day
Presidents Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	Floating Holiday
Election Day	

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. The Township Administrator may approve the carryover of a floating holiday if the employee can demonstrate the inability to use the day during the year in which it was allotted.

B. Personal Leave

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

After four (4) months	one (1) day
After eight (8) months	one (1) day
After one (1) year	one (1) day

Said personal leave shall not be cumulative.

There shall be a two (2) hour minimum notice for personal leave requests, except in cases of emergency.

C. Bereavement Leave

Each Employee may be granted up to six (6) consecutive work days leave with pay upon the death of an immediate family member. The first three (3) days must include either the day of death or day of funeral, whichever the employee chooses. The leave may be extended three (3) additional days at the sole discretion of the Mayor or Township designee. The granting of this extension is not subject to the grievance procedure. Immediate family shall include spouse, child, parent, grandparent, brother, sister, grandchild, uncle or aunt of the employee, including step and in-law relationships, or other member of the immediate family. One (1) day leave will be given to attend the funeral services of a spouse's aunt, uncle or grandparent.

1. All such leave will not be taken until the immediate supervisor is notified of the incidence of bereavement.
2. Proof of death may be required and, if so, must be submitted promptly upon return from said leave.

D. Vacations

Each Employee shall receive vacation time as per the following chart. Crossing Guards shall receive pro-rata Civil Service vacation allowance.

Length of Employment	Vacation Time
During the first year	One (1) day per month of employment
Beginning the second year to four (4) years	Twelve (12) days per year
Beginning the fifth year to nine (9) years	Eighteen (18) days per year
Beginning tenth (10) year	Twenty (20) days per year
Beginning of eleventh (11) year to twelve (12) years	Twenty-one (21) days per year
Beginning of thirteenth (13) year to fourteen (14) years	Twenty-two (22) days per year
Beginning of fifteenth (15) year to sixteen (16) years	Twenty-three (23) days per year
Beginning of seventeenth (17) year to eighteen (18) years	Twenty-four (24) days per year
Beginning of nineteenth (19) year and beyond	Twenty-five (25) days per year

No employee shall be permitted to carryover unused vacation time except for business necessity and only upon approval of the Mayor or Township designee as per Civil Service Commission rules and regulations. All requests for vacation leave shall be acted and decided upon within fifteen (15) calendar days of the submitted written request.

No vacations are considered approved until the employee receives a copy of the written request approved by the Mayor or Township designee.

In the event that more than one (1) employee in a job classification within a department requests vacation at the same time, the Township shall endeavor to honor all requests. However, when vacations cannot be granted to all employees within a certain specific time period, the employee with the greatest seniority shall be granted their vacations first.

Sick, vacation and personal leave shall be prorated in the first year of employment and upon separation from employment.

ARTICLE 10

SICK & MEDICAL LEAVES

A. Sick Leave

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

2. All permanent full-time employees covered by this Agreement shall be granted sick leave with pay. New employees shall be entitled to one (1) day of sick leave per month of employment. After completing the first year, all employees will be entitled to fifteen (15) days of sick leave per year.

3. If an employee is absent for reasons outlined above in A1, notification to their appropriate supervisor must happen no later than one-half (1/2) hour prior to the employees reporting time. Failure to notify the supervisor in a timely fashion may be cause for denial of the use of sick leave for that absence and may result in disciplinary action. Absences without notice for five (5) consecutive days shall constitute a resignation.

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

5. Whilst on sick leave an employee is limited to their residence or medical facility and may only travel to doctors or pharmacy visits. All employees, whether sick or injured, shall not leave the State of New Jersey for more than one (1) twenty-four hour (24) period, except with the written approval of the employee's supervisor or designee, or by written authorization of the employee's attending physician.

6. Sick Leave Verification. An employee who has been absent on sick leave and has used fifteen (15) days in less than one (1) calendar year consisting of occurrences of less than five (5) days in length, shall be required to submit acceptable medical evidence for any additional sick leave in that year. If the employee has a medical condition that requires absences of one (1) day intermittently, a document from a medical professional substantiating the chronic condition and need for intermittent leave must be provided, however, the doctor's written certification can cover a six (6) month period. At any time, a supervisor may require proof of illness of an employee on sick leave, provided the request is not arbitrary or capricious in nature.

7. The supervisor may require an employee who has been absent because of personal illness to be examined at the expense of the Township at a doctor of the Township's choosing in order to return to work. Such examination shall establish whether the employee is capable of performing the normal duties of the position and that returning will not jeopardize the safety and health of other employees. The Township reserves the right to require verification at any time for any reason at the expense of the Township.

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

9. An employee may be directed to take sick leave by the employee's supervisor. If an employee does not accept the direction, the Township may direct the employee to report to the Township designated physician for an exam, at the Township's expense.

B. FMLA & FLA Leaves

1. Employees may be granted a leave of absence without pay in accordance with the Federal Family and Medical Leave Act of 1993 (FMLA), 29 USCA §2601 et seq. and/or the New Jersey Family Leave Act (FLA) NJSA 34:11B-1 et seq. and Township policy.

a. To be entitled to an FMLA and/or FLA leave, employees must meet all statutory criteria and requirements of the Township policy. For FMLA leave, an employee must be employed by the Township for at least twelve (12) months. In addition, in the twelve (12) months immediately preceding the beginning of the leave, employees must have worked at least 1,250 hours, excluding overtime. For the FLA leave, employees must have been employed by the Township for the previous twelve (12) months and have worked at least 1,000 hours, excluding overtime.

b. After an employee has been out of work for five (5) days or more, the Township shall have the right to convert the employee's status to FMLA.

c. The Township shall be permitted concurrency with utilization of leave time. An employee may be entitled to leave under both the FMLA and the FLA. When this occurs, the leave simultaneously counts against the employee's entitlement under both laws. Employees taking FMLA and/or FLA leave will be required to use all available accrued sick, vacation and personal days during the leave. The use of accrued time will not extend the leave period. After exhausting the accrued leave time, the employee will not be paid by the Township for the remainder of the FMLA and/or FLA leave.

d. Eligible employees can take up to twelve (12) weeks of unpaid FLA leave during any twenty-four (24) months period for the birth or adoption of a child or serious illness of a parent, parent-in-law, stepparent, child, stepchild or spouse.

e. Eligible employees can take up to twelve (12) weeks unpaid FMLA for pregnancy and/or recovery from childbirth or for an employee's own serious health condition as defined by Federal Law.

f. Employees on FMLA and/or FLA leave will not continue to accrue longevity.

g. Employees on FMLA and/or FLA leave will continue to be eligible for health insurance coverage under the Township's policy and must continue to pay their portion of the premium, assuming that such benefits were provided before the leave was taken.

h. Requests for an FMLA and/or FLA leave must be accompanied and supported by a physician's certificate. In non-emergency situations, a request for FMLA and/or FLA leave should be made at least thirty (30) calendar days in advance of the anticipated start date for the leave.

i. The Township requires periodic reports every thirty (30) calendar days during an FMLA/FLA leave regarding the employee's status and intent to return to work.

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

k. If the reason for the leave is the employee's own serious health condition, the employee will be required to present a fitness-for-duty certification prior to being permitted to return to work. An employee who fails to return to work for five (5) consecutive work days after the expiration of the leave will be considered to have abandoned their position and will be recorded as a resignation not in good standing in accordance with Civil Service laws and regulations. An extension past the twelve (12) weeks can be requested but such requests, along with medical documentation and verification of the need for the extension must be submitted prior to the expiration of the initial leave period. The Township reserves the right to deny any request for extended leave.

l. Upon return to work after an FMLA and/or FLA leave, an employee will be returned to the position held prior to the leave or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. A returning employee has no greater rights than the employee would have had if the employee had continued to work. Therefore, an employee may be affected by a layoff, termination or other job charge if such action would have occurred had the employee remained actively at work.

C. Leaves of Absence Without Pay

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

2. A leave of absence without pay may be granted no more than two (2) three (3) month periods in any one (1) consecutive twelve (12) month period, excluding FMLA (if applicable). The decisions as to whether or not to grant a leave of absence without pay in accordance with this section shall be within the sole and absolute discretion of the Township. All decisions regarding leave made by the Township are not appealable through the grievance procedure. The Township shall respond to a requested leave of absence without pay within ten (10) days.

3. The Township has the sole and absolute discretion to extend this period of time only after the submission of a sufficient reason for an extension of such leave and the employee has appeared before the Township to request the extension in person. Furthermore, such extension shall require approval by the Director of the New Jersey Civil Service Commission and all other applicable parties.

D. Pro-Rated PTO

It is understood and agreed to by both parties that all paid time off is subject to pro-rating. Whether an employee starts employment any time other than January 1st, or ends employment any time other than December 31st, their leave time will be pro-rated to the portion of the year they were employed.

ARTICLE 11

EDUCATION

The Township agrees to reimburse an employee for tuition, books and fees only for a maximum of five hundred dollars (\$500) per year for courses that are taken that are related and pertaining to an employee's category of work. The Township retains the sole discretion to determine whether a course shall be approved for reimbursement purposes. To be eligible, the employee must have one year of service in the Township and must receive approval from the Township Administrator and earn a grade of C/70% or better.

Employees attending education classes during work hours may be required to use personal or vacation leave time to attend unless the employee is maintaining existing certification required for their current employment with the Township.

An employee who attains a certification related and pertaining to an employee's Township duties may be eligible for a promotion as per civil service rules and approval .

ARTICLE 12

HOURS OF WORK AND OVERTIME

A. The normal work day for all 35 hour clerical employees shall be seven (7) hours work between the hours of 8am and 5pm with thirty (30) minutes for lunch and two fifteen (15) minute breaks. The work week shall be from Monday through Friday and be considered full time at thirty five (35) hours per week.

1. Employees may combine the two fifteen (15) minute breaks to extend their lunch period to one (1) hour.

B. Public Work Clerical employees shall work a forty (40) hours per week, eight (8) hours per day Monday through Friday between the hours of 6:30am and 3pm. Employees under this provision shall be entitled to two (2) fifteen minute breaks and one thirty (30) minute lunch break daily. All work performed in excess of twelve (12) consecutive hours shall be compensated at the double time rate.

1. Employees may combine the two fifteen (15) minute breaks to extend their lunch period to one (1) hour.

C. Crossing Guards shall be guaranteed a minimum of three (3) hours per day, and shall work the scheduled days as per the school district.

D. Court Employees shall receive fifty (50¢) cents for every hour worked on "Court days" as designated by the Township.

E. Overtime

1. An employee shall be entitled to overtime pay of one and one-half times the regular rate of pay (1 1/2) only after said employee has worked in excess of forty (40) hours in any given work week or may take compensatory time in lieu of any overtime payments. Bereavement leave (immediate family), paid sick leave, vacation leave, personal days and holidays are to be considered as time worked for the purposes of this Section. When the township requires an employee to work in excess of forty (40) hours per week, the overtime rate (1-1/2) shall apply.

2. In the event an employee is called to duty on normal off-duty hours, the employee shall receive a four hour minimum pay at the overtime rate of time and one-half, provided such time is not contiguous to the employees work day and provided the employee has not received four hours notice. If the time is contiguous to the employee's work day, the employee will be paid overtime for the time actually worked.

3. All work performed on a Saturday or holiday will be compensated at the rate of time and one-half. All work performed on a Sunday shall be compensated for at double time and will be provided a four hour minimum of pay.

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

5. Availability for overtime worked shall be posted by the supervisor. Overtime shall be offered on a rotating basis within a given job classification and all employees may be required to work a reasonable amount of overtime.

F. State of Emergency- All employees shall be paid for any missed hours due to a declared State of Emergency. Declaration must be made by the Mayor or his/her designee to be considered paid. During locally declared states of emergency, if Town Hall is open, all employees are provided a three-hour delayed attendance, with pay.

ARTICLE 13

INSURANCE

- A. The Township shall secure accident and liability insurance for all employees to provide a defense for all actions brought against an employee by a third party as a result of Township employment.
- B. The Township shall maintain in full force and effect, Worker's Compensation Insurance for all employees covered by this Agreement.
- C. All current employees (hired before the ratification of this contract) shall be provided with the Direct 15 plan or equivalent.
- D. Employees hired after the ratification of this contract shall receive NJ Direct 20/30 plan.
- E. The Township shall provide full family dental coverage to each member of the same coverage which is presently in effect. The Township's costs for such coverage are capped at the cost in effect on January 1, 1997.
- F. The Insurance coverage provided herein is subject to availability within the insurance industry. The Township reserves the right to change insurance plans or carriers or to self-insure so long as substantially equivalent benefits are provided and at least forty-five (45) days notification is provided to the Union. In the event the Union does not agree that the new plan(s) provide(s) substantially equivalent benefits, the Union may submit the matter to expedite arbitration prior to the expiration of the forty-five (45) days notification by the Township. However, if an expedited arbitration proceeding is sought, the plan shall go into effect within one hundred twenty (120) calendar days after the initial notification to the Union.
- G. All employees shall continue to contribute at the Tier 3 level of P.L. 2018, Chapter 78.

ARTICLE 14

LONGEVITY

A. Each employee shall be paid in addition to a longevity payment based upon completion of continuous years of employment in the Township of Berkeley in accordance with the following schedule. This payment is in addition to the employee's salary.

5 Years	\$850.00
10 Years	\$1350.00
15 Years	\$2500.00
20 Years	\$3000.00
25 Years	\$3500.00

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

C. Longevity pay shall be paid to each employee as part of their regular salary check. Longevity shall be included in the base salary for pension purposes. If an employee only works part of the year, the employee's longevity check shall be prorated to the extent that they only receive their regular salary check for less than a full year.

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

ARTICLE 15

SALARIES

Salary increases shall be as follows:

All members shall be placed on the applicable step guide corresponding to their work schedule and/or job title. 35-hour employees shall be placed on the 35-hour employee guide effective January 1, 2023. 40-hour employees shall be placed on the 40-hour employee guide effective January 1, 2023.

On-guide 35-hour employees: Effective and retroactive to January 1, 2023, every step on the guide shall be increased by 3 percent. Effective August 1, 2023, every member on the guide shall advance one step and every member off guide shall receive an increase of 3 percent to their base pay. Effective August 1, 2024, and August 1, 2025, every step on the guide shall be increased by 3% and on guide members shall move a step, all off guide members shall receive a 4% increase to base pay.

On guide 40-hour employees: Effective and retroactive to January 1, 2023, every step on the guide shall be increased by 3 percent and off guide members shall receive 3% increase to their base pay. Effective August 1, 2023, every member on the guide shall advance one step and every member off guide shall receive an increase of 3 percent to their base pay. Effective August 1, 2024 and August 1, 2025, every step on the guide shall be increased by 3% and on guide members shall move a step, all off guide members shall receive a 4% increase to base pay.

ARTICLE 16

RETIREMENT BENEFITS

A. Upon an employee's regular retirement disability retirement resignation or death, the employee shall be entitled to time off or to compensation for accumulated and unused sick leave as follows: the Township will purchase back all accumulated sick days of any employee covered by this agreement. The maximum payment shall be \$15,000. However, employees on the Township payroll as of July 1, 1999 whose accumulated sick day payment as of July 1, 1999 would exceed the aforementioned maximum may retain the excess above the maximum which excess may not increase beyond the amount of July 1, 1999.

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

C. The Township agrees, for those employees retiring under the NJ State Pension Plan and where those employees meet the eligibility requirements set forth in the Township of Berkeley Resolution 89-256R 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 the Township Resolution for other Township employees, they will continue to maintain the same benefit for the members of this bargaining unit.

ARTICLE 17

OTHER PROVISIONS

A. Mileage- Mileage reimbursement shall be at the current IRS rate.

B. Record Keeping- All employees are required to complete a timecard/sign-in sheet (whichever is applicable) when they arrive for work and when they complete work at the end of the day. The recording on the timecard/sign in sheet must be completed in ink or by using the mechanism to punch in and out as provided. Timecards/Sign In sheets must be signed by both the employee and the employee's supervisor and include the total number of hours actually worked each week. The employee's signature certifies that the actual hours worked as shown are correct.

C. Jury Duty & Court Appearances on behalf of Township- Any employee who is absent from work because of jury duty or appearing as a witness on behalf of the Township, upon proper evidence of same being presented to the Township shall receive full pay, however, all jury pay shall be turned over to the Township.

D. Out of Title Pay- The Township will pay the employee for all out-of-title work from day one at the hourly rate to 5% above their current hourly rate as long as the employee works the full work day in the out of title work; the work is not a training assignment and the employee holds the necessary license to hold the job and perform the necessary duties and the assignment to the position is requested and/or approved in advance.

E. Posting Procedures- All promotional opportunities or new positions shall be posted by the Township. The Township shall make every effort to post such information thirty (30) days in advance of the hiring date. A copy of each posting shall be sent to the Union Business Agent.

F. Holiday Pay & Sick Time Usage- Employees shall not lose holiday pay if they use sick time in accordance with the procedures set forth in this agreement either before or after the scheduled holiday.

G. Uniform Allowance- All full-time employees shall receive an annual clothing allowance of \$500 in a separate payroll check by April 1st of each year.

H. After an employee completes three full years of continuous employment with the Township in the title of Clerk 1, said employee shall be provisionally promoted to a Grade 2 title pending civil service rules and approval.

APPENDIX

35 HOUR WORKER GUIDES

2023

STEP	35 Hour Workers			
	<u>GRADE ONE</u>	<u>GRADE TWO</u>	<u>GRADE THREE</u>	<u>GRADE FOUR</u>
1	\$26,408.83	\$30,353.98	\$34,289.58	\$37,440.69
2	\$27,174.21	\$31,211.31	\$35,291.38	\$38,490.27
3	\$27,938.40	\$32,075.80	\$36,292.00	\$39,542.23
4	\$28,713.37	\$32,933.14	\$37,297.40	\$40,555.96
5	\$29,464.42	\$33,790.47	\$38,299.21	\$41,724.90
6	\$30,342.03	\$34,262.13	\$39,456.24	\$42,786.21
7	\$31,108.62	\$35,646.02	\$40,456.87	\$43,841.99
8	\$31,870.42	\$36,505.73	\$41,464.65	\$44,893.96
9	\$32,638.20	\$37,366.65	\$42,465.25	\$45,936.36
10	\$33,397.13	\$38,225.17	\$43,464.68	\$46,990.70
11	\$34,289.58	\$39,206.69	\$44,624.10	\$48,232.76
12	\$35,027.51	\$40,067.60	\$45,624.72	\$49,283.29
13	\$35,817.96	\$40,926.13	\$46,625.34	\$50,334.73
14	\$36,580.98	\$41,784.65	\$48,632.54	\$51,384.84
15	\$38,861.79	\$45,527.52	\$53,198.53	\$58,484.82
16	\$40,021.06	\$46,685.74	\$54,357.81	\$59,644.10
17	\$42,413.24	\$50,254.58	\$57,926.64	\$63,212.93
18	\$47,147.46	\$53,823.39	\$61,495.46	\$66,781.75

2024

STEP	35 Hour Workers			
	<u>GRADE ONE</u>	<u>GRADE TWO</u>	<u>GRADE THREE</u>	<u>GRADE FOUR</u>
1	\$27,201.09	\$31,264.60	\$35,318.26	\$38,563.91
2	\$27,989.44	\$32,147.65	\$36,350.13	\$39,644.97
3	\$28,776.55	\$33,038.07	\$37,380.76	\$40,728.49
4	\$29,574.77	\$33,921.13	\$38,416.32	\$41,772.64
5	\$30,348.35	\$34,804.18	\$39,448.19	\$42,976.65
6	\$31,252.29	\$35,289.99	\$40,639.93	\$44,069.80
7	\$32,041.87	\$36,715.40	\$41,670.57	\$45,157.25
8	\$32,826.54	\$37,600.91	\$42,708.59	\$46,240.78
9	\$33,617.34	\$38,487.65	\$43,739.21	\$47,314.45
10	\$34,399.05	\$39,371.93	\$44,768.62	\$48,400.42
11	\$35,318.26	\$40,382.89	\$45,962.82	\$49,679.74
12	\$36,078.33	\$41,269.63	\$46,993.46	\$50,761.78
13	\$36,892.50	\$42,153.92	\$48,024.10	\$51,844.77
14	\$37,678.40	\$43,038.19	\$50,091.52	\$52,926.38
15	\$40,027.64	\$46,893.35	\$54,794.49	\$60,239.37
16	\$41,221.69	\$48,086.31	\$55,988.54	\$61,433.42
17	\$43,685.63	\$51,762.21	\$59,664.44	\$65,109.32
18	\$48,561.88	\$55,438.09	\$63,340.32	\$68,785.20

2025

STEP	35 Hour Workers			
	<u>GRADE ONE</u>	<u>GRADE TWO</u>	<u>GRADE THREE</u>	<u>GRADE FOUR</u>
1	\$28,017.13	\$32,202.53	\$36,377.81	\$39,720.82
2	\$28,829.12	\$33,112.08	\$37,440.63	\$40,834.32
3	\$29,639.85	\$34,029.21	\$38,502.18	\$41,950.35
4	\$30,462.02	\$34,938.77	\$39,568.81	\$43,025.82
5	\$31,258.80	\$35,848.31	\$40,631.63	\$44,265.94
6	\$32,189.86	\$36,348.69	\$41,859.13	\$45,391.89
7	\$33,003.13	\$37,816.87	\$42,920.69	\$46,511.97
8	\$33,811.33	\$38,728.93	\$43,989.85	\$47,628.00
9	\$34,625.86	\$39,642.28	\$45,051.39	\$48,733.89
10	\$35,431.02	\$40,553.09	\$46,111.68	\$49,852.43
11	\$36,377.81	\$41,594.38	\$47,341.71	\$51,170.13
12	\$37,160.68	\$42,507.71	\$48,403.26	\$52,284.64
13	\$37,999.28	\$43,418.53	\$49,464.82	\$53,400.12
14	\$38,808.76	\$44,329.33	\$51,594.26	\$54,514.17
15	\$41,228.47	\$48,300.15	\$56,438.32	\$62,046.55
16	\$42,458.34	\$49,528.90	\$57,668.20	\$63,276.42
17	\$44,996.20	\$53,315.08	\$61,454.38	\$67,062.60
18	\$50,018.74	\$57,101.24	\$65,240.53	\$70,848.76

APPENDIX

40 HOUR WORKER GUIDES

2023

STEP	40 Hour Workers			
	<u>GRADE ONE</u>	<u>GRADE TWO</u>	<u>GRADE THREE</u>	<u>GRADE FOUR</u>
1	\$30,189.33	\$34,674.33	\$39,183.46	\$42,776.27
2	\$31,056.94	\$35,662.97	\$40,316.74	\$43,981.92
3	\$31,925.47	\$36,651.59	\$41,474.19	\$45,187.55
4	\$32,793.53	\$37,616.12	\$42,607.47	\$46,344.96
5	\$33,661.58	\$38,604.74	\$43,764.90	\$47,574.73
6	\$34,674.33	\$39,159.33	\$45,091.11	\$48,900.94
7	\$35,542.41	\$40,726.67	\$46,224.40	\$50,106.59
8	\$36,410.47	\$41,715.31	\$47,381.83	\$51,312.24
9	\$37,278.52	\$42,703.92	\$48,515.13	\$52,493.76
10	\$38,170.70	\$43,668.45	\$49,672.56	\$53,699.40
11	\$39,183.46	\$44,801.75	\$50,998.77	\$55,122.07
12	\$40,027.41	\$45,790.38	\$52,132.07	\$56,327.71
13	\$40,919.56	\$46,754.89	\$53,265.38	\$57,533.36
14	\$41,811.75	\$47,743.53	\$55,580.23	\$58,714.90
15	\$44,415.94	\$52,011.50	\$60,788.60	\$66,840.92
16	\$45,742.15	\$53,337.71	\$62,114.81	\$68,167.14
17	\$49,817.25	\$57,424.87	\$66,189.91	\$72,242.24
18	\$53,892.32	\$61,511.98	\$70,264.97	\$76,317.31

2024

STEP	40 Hour Workers			
	<u>GRADE ONE</u>	<u>GRADE TWO</u>	<u>GRADE THREE</u>	<u>GRADE FOUR</u>
1	\$31,095.01	\$35,714.56	\$40,358.96	\$44,059.56
2	\$31,988.65	\$36,732.86	\$41,526.25	\$45,301.37
3	\$32,883.23	\$37,751.14	\$42,718.41	\$46,543.18
4	\$33,777.34	\$38,744.60	\$43,885.70	\$47,735.31
5	\$34,671.43	\$39,762.88	\$45,077.84	\$49,001.97
6	\$35,714.56	\$40,334.11	\$46,443.85	\$50,367.97
7	\$36,608.68	\$41,948.47	\$47,611.13	\$51,609.78
8	\$37,502.78	\$42,966.77	\$48,803.29	\$52,851.61
9	\$38,396.88	\$43,985.04	\$49,970.59	\$54,068.58
10	\$39,315.82	\$44,978.50	\$51,162.74	\$55,310.38
11	\$40,358.96	\$46,145.80	\$52,528.73	\$56,775.73
12	\$41,228.23	\$47,164.09	\$53,696.03	\$58,017.54
13	\$42,147.15	\$48,157.54	\$54,863.34	\$59,259.36
14	\$43,066.10	\$49,175.83	\$57,247.64	\$60,476.35
15	\$45,748.42	\$53,571.84	\$62,612.26	\$68,846.15
16	\$47,114.41	\$54,937.84	\$63,978.25	\$70,212.15
17	\$51,311.77	\$59,147.62	\$68,175.61	\$74,409.51
18	\$55,509.09	\$63,357.34	\$72,372.92	\$78,606.83

2025

STEP	40 Hour Workers			
	<u>GRADE ONE</u>	<u>GRADE TWO</u>	<u>GRADE THREE</u>	<u>GRADE FOUR</u>
1	\$32,027.86	\$36,786.00	\$41,569.73	\$45,381.35
2	\$32,948.31	\$37,834.84	\$42,772.03	\$46,660.42
3	\$33,869.73	\$38,883.67	\$43,999.96	\$47,939.47
4	\$34,790.66	\$39,906.94	\$45,202.27	\$49,167.37
5	\$35,711.57	\$40,955.77	\$46,430.18	\$50,472.03
6	\$36,786.00	\$41,544.14	\$47,837.16	\$51,879.01
7	\$37,706.94	\$43,206.93	\$49,039.47	\$53,158.08
8	\$38,627.87	\$44,255.77	\$50,267.39	\$54,437.16
9	\$39,548.78	\$45,304.59	\$51,469.70	\$55,690.63
10	\$40,495.29	\$46,327.85	\$52,697.62	\$56,969.69
11	\$41,569.73	\$47,530.17	\$54,104.60	\$58,479.00
12	\$42,465.08	\$48,579.01	\$55,306.91	\$59,758.07
13	\$43,411.56	\$49,602.27	\$56,509.24	\$61,037.14
14	\$44,358.08	\$50,651.11	\$58,965.07	\$62,290.64
15	\$47,120.87	\$55,179.00	\$64,490.63	\$70,911.54
16	\$48,527.84	\$56,585.97	\$65,897.60	\$72,318.52
17	\$52,851.12	\$60,922.04	\$70,220.88	\$76,641.80
18	\$57,174.36	\$65,258.06	\$74,544.11	\$80,965.04

APPENDIX- JOB TITLES

SCHEDULE A

GRADE ONE

ACCOUNT CLERK
KEYBOARD CLERK
CLERK 1
RECORD SUPPORT TECHNICIAN 1

GRADE TWO

RECORD SUPPORT TECHNICIAN 2
KEYBOARD CLERK 2
SENIOR ACCOUNT CLERK
ASSESSING AID
CLERK 2

GRADE THREE

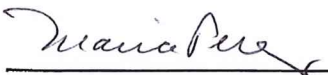
CLERK 3
PRINCIPAL ACCOUNT CLERK
KEYBOARD CLERK 3
PRINCIPAL PAYROLL CLERK
SECRETARIAL ASSISTANT
SR. ASSESSING AID
RECORD SUPPORT TECHNICIAN 3
VIOLATIONS CLERK

GRADE FOUR

ADMINISTRATIVE CLERK
ADMINISTRATIVE SECRETARY
CLERK 4

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, set their hands and seal this _____ day of 2024.

TEAMSTERS LOCAL 97



Maria Perez, President



Patrick Guaschino
Secretary Treasurer

TOWNSHIP OF Berkeley

 3/15/2024

Mayor



Township Clerk

RESOLUTION NO. 2023-328-R

RESOLUTION OF THE TOWNSHIP OF BERKELEY, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT AND A COLLECTIVE BARGAINING AGREEMENT WITH THE WHITE COLLAR TEAMSTERS UNION

June 19, 2023

WHEREAS, the Township and the White Collar Teamsters Union are parties to a Collective Negotiations Agreement (CNA) covering the period January 1, 2023 through December 31, 2025; and

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

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

WHEREAS, the negotiating committees for the Township and the White Collar Teamsters Union unanimously agree to recommend this agreement for ratification and approval;

WHEREAS, it is the desire of the governing body to authorize the execution of the memorandum of agreement with the White Collar Teamsters Union, as well as authorize additional action consistent with the terms of the memorandum of agreement.

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

1. That the governing body does hereby authorize the execution of a memorandum of agreement with the White Collar Teamsters Union, in accordance with the form

and terms approved by the Township Labor Attorney, and similar to that which is attached hereto as Schedule "A".

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

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

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

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

	Motion	Second	AYE	NAY	ABSTAIN	ABSENT
Gingrich						X
Guadagno		X	X			
Byrnes			X			
Signorile			X			
Buscio	X		X			
Grosse						X
Bacchione			X			

CERTIFICATION

I, **KAREN STALLINGS, RMC**, Municipal Clerk of the Township of Berkeley do hereby certify that the foregoing resolution was duly adopted by the Township of Berkeley Township Council at a meeting held on the th day of June 2023.



KAREN STALLINGS, Township Clerk
Berkeley Township