

AGREEMENT

BETWEEN

TOWNSHIP OF BERKELEY

AND

BERKELEY TOWNSHIP SUPERVISORS ASSOCIATION



January 1, 2014 through December 31, 2017

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

This Agreement entered into this ^{30th} day of June, 2016, 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 employees of the bargaining unit in the job titles listed in Appendix A. In the event there is a dispute as to whether a particularly titled employee is covered in this Agreement, the certification by the Public Employment Relations Commission with respect to the recognition of this unit shall be the controlling document.
- 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. Payroll Supervisor – Grade 2 to Grade 3
 - ii. Assistant Supervisor of Accounts – Grade 2 to Grade 3
 - iii. Code Enforcement Officer – Grade 3 to Grade 4
 - iv. Maintenance Supervisor Grounds – Grade 3 to Grade 4
 - v. Supervisor Criminal Information Records – Grade 2 to Grade 3

F. The following Titles have been eliminated from the unit:

Tax Collector

Tax Assessor

Assistant Municipal Treasurer

Road Superintendent

Municipal Director of Welfare

G. The following Titles will remain in the Bargaining Unit only until the effective date of Ordinance 2016-05-OA:

i. Superintendent of Public Works

ii. Superintendent of Sanitation and Recycling

iii. Superintendent of Recreation

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 as 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, 2014 for employees covered by this Agreement as established by written rules, regulations and/or policies of the Township in force on January 1, 2014 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 while in the line of duty and where medical authorization of the Township Physician has been secured.
- 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) days 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.
5. 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. The Township shall be permitted concurrency with utilization of leave time.

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.
- C. Time and one-half (1 ½) pay shall be paid to those employees covered by this Agreement for all callouts for emergency reasons which are defined and limited to snow emergency, hurricanes, tornadoes and other weather-related emergencies.
- 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.

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. Furthermore, overtime shall only be paid in excess of forty (40) hours in any one (1) calendar week; hours shall not include paid and unpaid leave, except sick leave.

- 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. All Association members/employees/applicable retirees covered by this Agreement with the Township shall contribute/make payment, on an annual basis, one point fifty (1.50%) percent of their pensionable base salary to the Township as a health care contribution and such shall be taken out of their paycheck. As the employee contribution or percentage set forth at PL 2011 Ch. 78, increases during the term of the Agreement, the required employee contribution under this contract shall increase accordingly.
- 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.
- 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. The Township shall: (1) cease continuation of spousal coverage after the death of the employee at the Township's expense; and, (2) no longer reimburse Medicare Part B premiums. See Article XIV B. concerning modification effective January 1, 2017.
- 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.
- 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.
- D. Effective January 1, 2017, the clothing allowance for the Supervising Communications Operator shall be set at \$400.00.

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	1 additional day for every 2 years up to a maximum of 25 days

All employees hired on or after January 1, 2000 shall not be eligible for the last category of vacation (beginning the (11th) eleventh year) until they have been employed sixteen (16) or more continuous years with the Township.

- 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 be 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. 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 ($\frac{1}{2}$) 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 day. 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:

USAGE

TOWNSWHIP PURCHASE

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 guide will be increased by 1.8% per year during the term of this contract, as set forth in more detail hereafter. The increases in the salary guide will be effective and payable on August 1st of each year of the calendar: i.e. 8/1/14, 8/1/15, 8/1/16 and 8/1/17. There will be no salary step increment movement in 2014, 2015 and 2017. Employees will move one salary step on their respective salary guides (e.g. from step 4 to step 5, step 5 to step 6) on 8/1/2016, unless they are on the top step in which case there will be no movement. See below:
- B. Each employee of the bargaining unit shall receive a 1.8% increase to their salary on August 1, 2014, however, there shall be no movement on the guide.
- C. Each employee of the bargaining unit shall receive a 1.8% increase to their salary on August 1, 2015, however, there shall be no movement on the guide.
- D. Effective August 1, 2016, the entire salary guide will be increased by 1.8% and employee will move one step on the guide.
- E. Each employee of the bargaining unit shall receive a 1.8% increase to their salary on August 1, 2017, however there shall be no movement on the guide.
- 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 1/1/16. 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 effective January 1, 2016:

Grade Changes:

Grade 3

1. Payroll Supervisor (Rita McGuire)
Grade 2 Step 2 to Grade 3 Step 1
(Salary effective 1/1/16 is \$44,803 an increase of \$7,087.00)
2. Asst. Supervisor of Accounts (Debbie Mattei)
Grade 2 Step 18 to Grade 3 Step 12
(Salary effective 1/1/2016 is \$57,525 an increase of \$4,609.00)
3. Recreation Supervisor (Debra Reuter)
Grade 2 Step 11 to Grade 3 Step 8
(Salary effective 1/1/16 is \$52,900 an increase of \$6,634.00)
4. Supervisor Criminal Information Records (Sandi Brelsford)
Grade 2 Step 18 to Grade 3 Step 12
(Salary effective 1/1/2016 is \$57,525 an increase of \$4,609.00)

Grade 4

5. Code Enforcement Officer (Ken Anderson)
Grade 3 Step 17 to Grade 4 Step 12
(Salary effective 1/1/16 is \$66,006 and increase of \$5,997.00)
6. Maintenance Sup. Grounds (Jim Sperber)
Grade 3 Step 11 to Grade 4 to Step 6
(Salary effective 1/1/16 is \$58,142 an increase of \$4,712.00)
- I. Supervising Animal Control Officer is a new title added to the unit. Such employee shall start at the current existing salary of \$61,882.00 as of the date of execution of this Agreement until August 1, 2016 when the employee shall move to Grade 3 Step 20 on the guide.

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.
- 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.

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

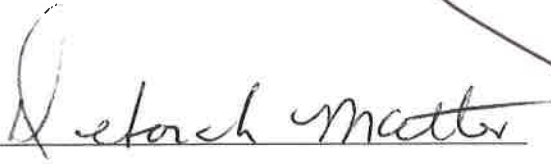
DURATION

- A. This Agreement shall become effective January 1, 2014 and shall continue in full force and effect through December 31, 2017. 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 27th day of June, 2016.

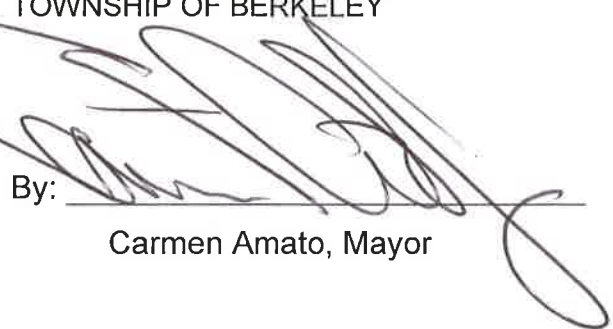
BERKELEY TOWNSHIP SUPERVISORS
ASSOCIATION

By:



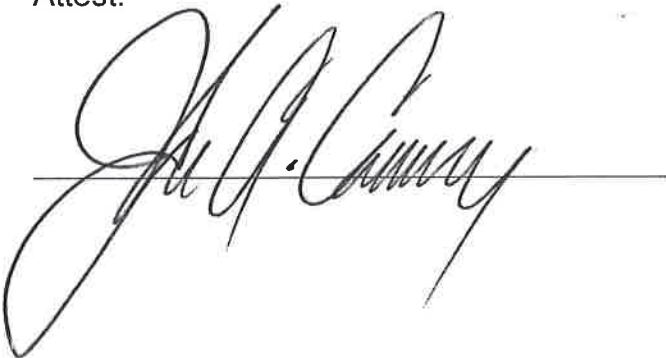
TOWNSHIP OF BERKELEY

By:

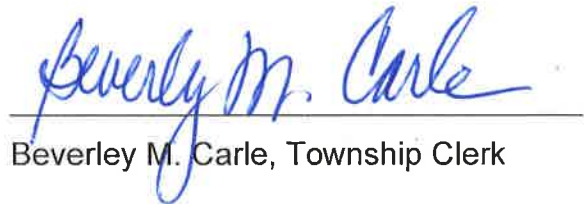


Carmen Amato, Mayor

Attest:



Attest:



Beverley M. Carle, Township Clerk

APPENDIX A

JOB TITLES

GRADE 1:

Assistant Assessor

Supervising Account Clerk

GRADE 2:

Assistant Recreation Supervisor

Assistant Tax Collector

Deputy Municipal Court Administrator

Program Coordinator Drug & Alcohol Abuse

Senior Assistant Assessor

Records Support Technician 4

Technical Assistant – Construction Official

GRADE 3:

Assistant Golf Superintendent

Assistant Supervisor Recycling

Assistant Supervisor Sanitation

Manager of Golf Facilities

Municipal Court Administrator

Zoning Officer

Payroll Supervisor

Assistant Supervisor of Accounts

Supervising Animal Control Officer

Recreation Supervisor

Supervisor Criminal Information Records

GRADE 4:

Golf Superintendent

Supervising Communications Operator

Supervising Mechanic

Supervisor Building Services

APPENDIX A

JOB TITLES

GRADE 4: (con'd)

Code Enforcement Officer

Maintenance Supervisor Grounds

APPENDIX B
CLOTHING ALLOWANCE

Supervising Sanitation	\$400.00
Supervising Mechanic	\$400.00
Assistant Golf Superintendent	\$400.00
Golf Superintendent	\$400.00
Assistant Supervisor Recycling	\$400.00
Superintendent of Recreation	\$400.00
Maintenance Supervisor Grounds	\$400.00
Supervisor Building Services	\$400.00
Supervisor Public Works	\$400.00
Code Enforcement/Zoning Officer	\$400.00
Supervising Communications Operator	\$1,000.00 (1/1/17 reduced to \$400).

SALARY SCHEDULE E

2014

STEP	GRADE 1	GRADE 2	GRADE 3	GRADE 4
1	32,367	37,429	43,232	49,777
2	33,185	38,395	44,348	51,046
3	34,003	39,360	45,463	52,310
4	34,823	40,327	46,578	53,572
5	35,641	41,297	47,694	54,838
6	36,461	42,263	48,811	56,104
7	37,279	43,232	49,926	57,368
8	38,097	44,197	51,046	58,635
9	38,914	45,167	52,160	59,896
10	39,732	46,132	53,276	61,163
11	40,552	47,099	54,392	62,428
12	41,372	48,066	55,508	63,692
13	42,189	49,033	56,624	64,959
14	43,008	50,001	57,741	66,222
15	43,826	50,969	58,856	67,709
16	44,643	51,936	59,972	68,751
17	45,463	52,901	61,089	70,018
18	46,281	53,868	62,193	71,281
19	47,099	54,838	62,792	72,547
20	47,915	55,807	64,436	73,812
21	48,731	56,776	65,552	75,078
22	49,549	57,745	66,669	76,339
23	50,366	58,712	67,785	77,607
24	55,764	65,178	75,315	86,211

SALARY SCHEDULE E

2015

STEP	GRADE 1	GRADE 2	GRADE 3	GRADE 4
1	32,950	38,103	44,011	50,673
2	33,782	39,086	45,146	51,964
3	34,615	40,068	46,281	53,252
4	35,450	41,053	47,416	54,537
5	36,283	42,041	48,553	55,825
6	37,117	43,024	49,690	57,114
7	37,950	44,011	50,824	58,401
8	38,782	44,993	51,964	59,690
9	39,615	45,980	53,099	60,974
10	40,447	46,962	54,235	62,264
11	41,282	47,947	55,371	63,552
12	42,116	48,931	56,508	64,839
13	42,948	49,916	57,643	66,128
14	43,783	50,901	58,780	67,414
15	44,615	51,887	59,915	68,928
16	45,447	52,871	61,052	69,988
17	46,281	53,854	62,189	71,278
18	47,114	54,838	63,312	72,564
19	47,947	55,825	63,923	73,853
20	48,778	56,811	65,596	75,141
21	49,608	57,798	66,732	76,429
22	50,441	58,784	67,869	77,713
23	51,272	59,769	69,005	79,004
24	56,768	66,352	76,670	87,763

SALARY SCHEDULE E

2016

STEP	GRADE 1	GRADE 2	GRADE 3	GRADE 4
1	33,543	38,788	44,803	51,585
2	34,390	39,790	45,959	52,900
3	35,238	40,790	47,114	54,210
4	36,088	41,792	48,269	55,518
5	36,936	42,797	49,427	56,830
6	37,785	43,798	50,584	58,142
7	38,633	44,803	51,739	59,452
8	39,480	45,803	52,900	60,765
9	40,328	46,807	54,055	62,072
10	41,175	47,807	55,211	63,385
11	42,025	48,810	56,367	64,695
12	42,874	49,812	57,525	66,006
13	43,721	50,814	58,681	67,318
14	44,571	51,817	59,838	68,627
15	45,418	52,821	60,994	70,169
16	46,265	53,823	62,151	71,248
17	47,114	54,823	63,308	72,561
18	47,962	55,825	64,452	73,871
19	48,810	56,830	65,073	75,182
20	49,656	57,834	66,777	76,493
21	50,501	58,838	67,933	77,805
22	51,349	59,843	69,090	79,112
23	52,195	60,845	70,247	80,426
24	57,790	67,546	78,050	89,343

SALARY SCHEDULE E

2017

STEP	GRADE 1	GRADE 2	GRADE 3	GRADE 4
1	34,147	39,487	45,609	52,514
2	35,009	40,506	46,786	53,852
3	35,873	41,524	47,962	55,186
4	36,737	42,544	49,138	56,518
5	37,601	43,568	50,316	57,852
6	38,465	44,587	51,495	59,188
7	39,329	45,609	52,671	60,522
8	40,191	46,627	53,852	61,858
9	41,053	47,650	55,028	63,189
10	41,916	48,668	56,205	64,526
11	42,781	49,688	57,382	65,860
12	43,646	50,708	58,560	67,194
13	44,508	51,729	59,737	68,530
14	45,373	52,750	60,915	69,863
15	46,235	53,771	62,091	71,432
16	47,098	54,792	63,270	72,530
17	47,962	55,810	64,448	73,867
18	48,826	56,830	65,612	75,200
19	49,688	57,852	66,244	76,535
20	50,549	58,875	67,979	77,870
21	51,410	59,897	69,156	79,205
22	52,273	60,920	70,334	80,536
23	53,135	61,940	71,511	81,874
24	58,830	68,762	79,455	90,951

Debbie M.

RESOLUTION NO. 2016-307-R

**RESOLUTION OF THE TOWNSHIP OF BERKELEY,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING THE EXECUTION OF A COLLECTIVE
BARGAINING AGREEMENT WITH THE BERKELEY
TOWNSHIP SUPERVISORS UNIT FOR CONTRACT
YEARS 2014-2017**

June 27, 2016

WHEREAS, the Township and the Berkeley Township Supervisors Unit have negotiated a collective bargaining agreement for the contract years 2014-2017; and

WHEREAS, it is the desire of the governing body to authorize the execution of the collective bargaining agreement with the Berkeley Township Supervisors Unit.

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 collective bargaining agreement with the Berkeley Township Supervisors Unit for years 2014-2017, 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 Mayor is hereby authorized to execute and the Township Clerk to attest to the collective bargaining agreement and any other documents necessary to effectuate the terms of this resolution.

3. 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.

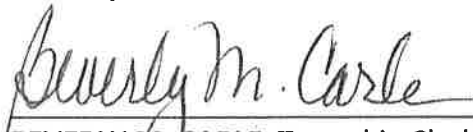
4. That a certified copy of this resolution, together with a copy of the agreement, shall be forwarded to: Mayor and Council Members; Berkeley Township Supervisors Unit Representative; Township Labor Attorney; Business Administrator; and Chief Financial Officer.



John Bacchione, Council President
Sophia Gingrich, Council Vice President

CERTIFICATION

I, **BEVERLY M. CARLE, RMC**, Municipal Clerk of the Township of Berkeley do hereby certify that the foregoing resolution was duly adopted by the Township of Berkeley Township Council at a meeting held on the 27th day of June **2016**.



BEVERLY M. CARLE, Township Clerk
Berkeley Township