

COLLECTIVE NEGOTIATIONS AGREEMENT

BETWEEN

Berkeley Township  
TOWNSHIP OF BERKELEY

AND

BERKELEY TOWNSHIP SUPERVISORS' ASSOCIATION

X January 1, 1985 through December 31, 1987

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ARTICLE I

RECOGNITION

1. The Employer hereby recognizes the Association as the sole and exclusive representative of all employees of the bargaining unit as defined hereafter; Foreman, senior maintenance workers, construction officials, tax assessor, court clerk, treasurer, tax collector, superintendent of parks and recreation, superintendent of greens, director of welfare, senior assistant assessor, golf course superintendent, and zoning and code enforcement officer and shall exclude the Township Administrator and all other employees of the Township of Berkeley. In the event there is a dispute as to whether a particular titled employee is covered by this Agreement, the certification by the Public Employment Relations Commission with respect to the recognition of this unit shall be the controlling document.

2. This Agreement shall govern all terms and conditions of employment and shall be binding upon all parties herein.

## ARTICLE II

### COLLECTIVE BARGAINING PROCEDURE

1. Consistent with Chapter 123, Public Law of New Jersey 1975, and subsequent amendments and case law interpreting same, with respect to the rates of pay, hours of work and other mandatory conditions of employment, negotiations shall be conducted by the duly authorized bargaining agent(s) of each of the parties.

2. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party in accordance with the terms of this Agreement and law.

3. Except as this Agreement shall otherwise hereafter provide, all terms and conditions of employment applicable on the effective date of this Agreement; to wit, January 1, 1985, for members covered by this Agreement as established by written rules, regulations and/or policies of the Township in force on January 1, 1985 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 employees under this Agreement or by the written rules, regulations and policies.

ARTICLE III

ASSOCIATION RIGHTS AND PRIVILEGES

1. 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 pay.

2. 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. Such approval shall not be unreasonably withheld.

3. 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 at least three (3) working days in advance of the time and place of all such meetings and his/her approval shall be required. Such approval shall not be unreasonably withheld providing space is available.

4. 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. This right shall not extend to the office of the Township Administrator or the Police Department.

ARTICLE IV

DISCRIMINATION AND COERCION

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

ARTICLE V

MANAGEMENT RIGHT CLAUSE

The Employer 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. 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 Employer.



ARTICLE VI  
NO STRIKE CLAUSE

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. In the event such activity takes place, the Employer may elect to choose any one or more of the following remedies:

- A. Discharge;
- B. Suspension;
- C. Reprimand;
- D. Fines;
- E. Such other relief as permitted by law.

ARTICLE VII

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 dangerous contagious disease while in the line of duty and where medical authorization of the Township Physician has been secured.

2. 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 day for each month of complete service of full-time employment. From the beginning of Employee's second year of service, he/she will be granted fifteen (15) days each year thereafter.

3. A. 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.

B. 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.

C. Absence without notice for five (5) or more consecutive days shall constitute a resignation.

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

(1) A member who has been absent on sick leave for periods totalling 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 day or less in which case only one certificate shall be necessary for a period of six (6) months.

(2) The Township Administrator may require proof of illness of an employee on leave whenever such requirement appears reasonable.

B. 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 Employer.

C. 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 Employer by a physician designated by the Employer. 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.

D. Any changes in Civil Service Law will automatically be binding and be incorporated in this Agreement.

ARTICLE VIII

WORKDAY AND WORKWEEK

1. The normal workday time frame for members in this bargaining unit shall be 6 a.m. to 5 p.m. which may vary according to management needs.

2. Supervisors working 35 hours per week, including a daily 30 minute lunch period and those working 40 hours per week, excluding a lunch period shall be required to work only in the time frame described in the preceding paragraph, unless such workday is modified by the Employer.

3. Time and one-half 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.

4. All other overtime which shall be generated above the normal workweek as defined in this Article shall be compensated at a maximum of ten (10) days per calendar year straight time to be taken as compensatory time off. If the Township decides that the time cannot be given to the employee as compensatory time by the end of the calendar year, said time shall be paid to the employee as straight time. By December 1 of each year, all requests for compensatory time shall be submitted by each

employee to the Township Administrator. If no such requests are made by the first of December, the employee shall lose said compensatory time.

5. Effective January 1, 1986, the Township shall pay overtime at the rate of time and one-half for all work performed beyond forty (40) hours in any one (1) calendar week.

6. The taking of overtime by members of this unit shall be in accordance with the Township Administrator's policy and procedure concerning same except as otherwise expressly provided in this Agreement.

7. The present practice of overtime payment to the Municipal Court Clerk shall not be modified by the terms of this Agreement.

ARTICLE IX

LONGEVITY

1. Each employee under this Agreement shall be paid in addition to his/her annual wage a longevity increment based upon his/her years of continuous full-time employment in the Township of Berkeley in accordance with the following:

A. Upon completion of five (5) years of continuous service, \$500.

B. Upon completion of ten (10) years of continuous service, an additional \$500.

C. Upon completion of fifteen (15) years of continuous service, an additional \$500.

D. Upon completion of twenty (20) years of continuous service, an additional \$500.

2. Such increments shall be added to the base salary and be paid accordingly. The maximum amount of longevity pay considered by this Article shall not exceed \$2,000 in the aggregate.

3. When an employee first becomes eligible for a new longevity increment, the employee shall receive said first payment as a one-time, lump sum payment, to be paid in the paycheck closest to November 1st of that calendar year. As of January 1st of the following year, the new longevity increment, together with all other increments previously earned, shall be paid in the employee's regular bi-weekly paycheck in addition to his/her base salary.

4. Each employee covered by this Article shall receive his/her longevity increment based on the date of anniversary of his/her initial date of full-time employment and such increment shall be paid from and after such date. Any claims by the Association or its members for longevity increments due and payable prior to January 1, 1982 be and

are hereby waived which claims shall not be asserted either under this grievance procedure, Civil Service Rules and Regulations, a claim before PERC or any other jurisdiction, forum or court.



ARTICLE X

INSURANCE

1. The Employer shall continue to maintain its existing Workers Compensation Insurance for all members covered by this Agreement.

2. The Employer 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 Employer.

3. The Employer will provide to all members of the Association effective January 1, 1982 a prescription drug plan which will be \$1.00 co-pay. The premium for the plan selected by the Employer will be paid for by the Employer.

4. The Employer shall provide to the employees and their families covered by this Agreement a dental insurance program of its choice effective January 1, 1983. The Employer shall pay the premium on such plan.

5. In the event of disability, retirement or just cause separation, the Employer shall allow the individual member 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 Employer and if permitted by the carrier.

ARTICLE XI  
CLOTHING ALLOWANCE

The parties agree that the clothing allowance afforded to members of this unit shall be the same as that clothing allowance provided in the Collective Bargaining Agreement between the Township of Berkeley and the Berkeley Township Municipal Employees Association for the period January 1, 1985 and thereafter. This shall not delete or reduce the clothing and/or maintenance allowance due under present practice.

ARTICLE XII

VACATIONS

1. Each member 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 thru fourth	12 days per year
Beginning the fifth year thru 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

2. Eligibility for vacation shall be computed as of the last day of the month in which the individual member of the Association was hired. Employees may carry over to the next year such vacation time as permitted by Civil Service Rules and Regulations.

3. One 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.

ARTICLE XIII

HOLIDAYS AND EMERGENCY LEAVE

1. The following shall be recognized as holidays:

- A. Half-day New Year's Eve
- B. New Year's Day
- C. Washington's Birthday
- D. Lincoln's Birthday
- E. Good Friday
- F. Memorial Day
- G. July 4th
- H. Labor Day
- I. Election Day
- J. Columbus Day
- K. Veterans Day
- L. Thanksgiving Day
- M. Friday following Thanksgiving
- N. Half-Day Christmas Eve
- O. Christmas Day
- P. Martin Luther King's Birthday

2. Personal Leave. Each member shall be entitled to three (3) personal leave days per year for business which normally cannot be handled during their scheduled work shift. Personal leave shall not be cumulative.

3. Bereavement Leave. Each member may be granted six (6) days leave with pay upon death of a member of his immediate family. Said days shall not be charged against sick leave or vacation time. Immediate family shall include and be limited to spouse, mother, father, sister, brother, children, mother-in-law, father-in-law and grandparents of both the employee and spouse.

ARTICLE XIV

VOLUNTARY TERMINATION BENEFITS

1. Upon death or old age retirement, the employer agrees to purchase back all accumulated, unused sick days. 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 member at the time of his death while in the employment of the Employer shall be paid to his beneficiary or estate.

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

A. If an individual used 10 percent or less of his accumulated sick days, the employer will purchase back the balance of all unused sick days.

B. If an individual used between 10.1 percent and 20 percent of his total earned sick days, the Employer agrees to purchase back 75 percent of the remaining unused days.

C. If an individual used between 20.1 and 30 percent of his total earned sick days, the Employer agrees to purchase back 50 percent of the remaining unused sick days.

D. If an individual used between 30.1 percent and 40 percent of his total earned sick days, the Employer agrees to purchase back 25 percent of remaining unused sick days.

E. If an individual used between 40.1 percent and 50 percent of his total earned sick days, the Employer agrees to purchase back 10 percent of the remaining unused sick days.

F. If an individual used over 50.1 percent, the Employer will not purchase back any unused sick days.

G. The sick days to be calculated for purposes of this Agreement shall be the sick days accumulated by the employee from the date of his first hire with the Employer.

3. 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 R.S. Title 11 (Civil Service).

4. Valuation of days purchased back pursuant to this Article:

(a) Each accumulated unused sick day which the Township Council purchases back pursuant to this Article shall be valued at the daily rate of the employee's 1985 salary.

(b) Effective January 1, 1986, each accumulated unused sick day which the Township Council purchases back pursuant to this Article shall be valued at the daily salary rate at the time each such sick day was earned.

(c) Effective January 1, 1986, an employee who uses a sick day from his reserve of accumulated unused sick days shall use up such reserve in the order of his most recently accumulated unused sick days.



ARTICLE XV

GRIEVANCE PROCEDURES

1. A grievance shall be a complaint arising out of interpretation and application or violation of policies, agreements and administrative decisions affecting the terms and conditions of employment of the employees covered by this Agreement.

2. No grievance may be instituted by any employee or the Association more than thirty (30) calendar days after the alleged incidence occurring.

3. An aggrieved person is the person or persons or the Association making a claim.

4. 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.

5. Grievance Steps.

A. The President of the Association or his duly authorized and designated representative shall present orally the grievance or grievances to the Township Administrator or his duly designated representative. An oral answer

shall be submitted by the Administrator within three (3) working days.

B. If the oral grievance is not resolved at Step A, or if no answer has been received by grievant within the time set forth in Step A, the grievance shall be submitted in writing within three (3) working days to the Township Administrator. The final decision shall be given to the Association in writing within twenty-one (21) working days after receipt of the grievance by the Township Administrator.

C. 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.

6. Arbitration. If a grievance is not settled under the governing body's jurisdiction, the grievance shall be submitted to an arbitrator mutually selected by the parties under the guidelines of the Public Employment Relations Commission.

7. All submissions to arbitration must be made within thirty (30) days of the written decision of the Township Administrator.

8. The arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement or laws of this State. He shall confine his decision solely to the interpretation and applications of this Agreement. The decision or award of the arbitrator shall be final and binding, consistent with applicable law and this Agreement, and in writing with reasons for the decision. The arbitrator may prescribe an appropriate remedy where he may find a violation of this Agreement provided such remedy is permitted by law and is consistent with the terms of this Agreement.

9. Seniority. Seniority shall be determined in accordance with the Civil Service Rules and Regulations concerning same.

ARTICLE XVI

DUES CHECKOFF AND AGENCY SHOP

1. 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.

2. An agency shop provision pursuant to the New Jersey Statutes permitting the 85 percent dues assessment shall be made part of this Agreement. The Association shall hold harmless the municipality from any and all claims arising out of this Article.

3. In the event the New Jersey Agency Shop Statute is declared illegal by any state or federal court having jurisdiction over same, the Employer's responsibility to comply with the terms of this Article shall cease.