

SIDE LETTER OF AGREEMENT

Berkeley Twp. Supervisor's Association -and- Township of Berkeley

(Assignment of Unit Members to South Seaside Park Office)

Whereas, the Berkeley Township Supervisors Association ("BTSA") represents a bargaining unit of supervisory employees employed by the Township of Berkeley (the "Township"), and

Whereas, members of the BTSA bargaining unit are typically required to report to the Township's main office in Bayville, New Jersey, and

Whereas, the Township maintains an office in South Seaside Park, which is part of Berkeley Township, and which is staffed seasonally to meet the needs of Township residents there, and

Whereas, starting in calendar year 2020, the Township assigned members of the BTSA bargaining unit to its offices in South Seaside Park, and

Whereas, the BTSA and the Township have negotiated over the impact of the Township's decision to assign members of the BTSA unit to its South Seaside Park office, and have reached agreement on terms,

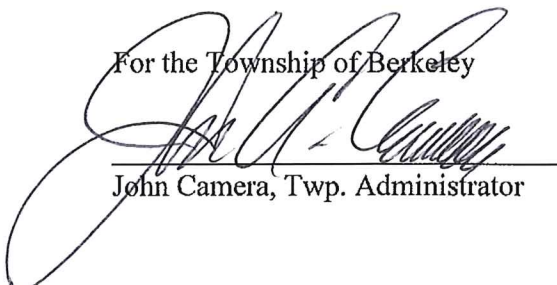
It is on this 26<sup>th</sup> day of October 2020, hereby AGREED as follows:

1. Effective and retroactive to January 1, 2020, any member of the BTSA bargaining unit assigned to the South Seaside Park office shall be entitled to 30 minutes (.5 hours) of compensatory time for each day so assigned. The compensatory time provided hereunder may be accrued without limit and may be used with the permission of the Township based on its operational needs but may not be converted to a cash payment.
2. Effective and retroactive to January 1, 2020, any member of the BTSA bargaining unit assigned to the South Seaside Park office is entitled to be paid the difference in mileage between his/her normal commute and the commute to the South Seaside Park office. Payment shall be made at IRS mileage rate (currently 57.5 cents per mile) as may be revised from time to time and is subject to the submission of proof of mileage.
3. This side letter agreement shall be deemed to be part of the collective negotiations agreement between the BTSA and the Township, and shall be enforceable pursuant to said agreement.
4. This side letter agreement shall not be interpreted or applied in such a way as to amend any terms of the current collective negotiations agreement between the parties, which terms shall continue in full operation and effect.

For the BTSA

  
Bernadette Musselwhite, President

For the Township of Berkeley

  
John Camera, Twp. Administrator

SIDE LETTER OF AGREEMENT

Berkeley Twp. Supervisor's Association -and- Township of Berkeley

(James Sperber - FLSA Status Revision)

Whereas, the Berkeley Township Supervisors Association ("BTSA") represented a bargaining unit of supervisory employees employed by the Township of Berkeley (the "Township"), and

Whereas, James Sperber ("Sperber") is employed by the Township in the title of Supervisor, Parks and Beaches, and is a member of the BTSA bargaining unit, and

Whereas, starting on or about January 1, 2020, the Township assigned additional duties to Sperber which increased his level of discretion and, in the Township's view, resulted in a modification of Sperber's FLSA status from non-exempt (i.e. entitled to overtime) to exempt (not entitled to overtime), and

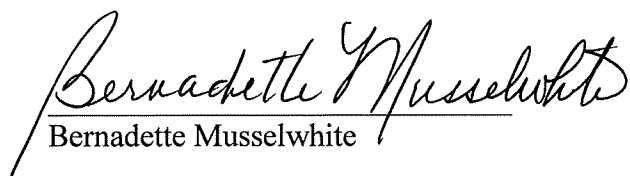
Whereas, the BTSA and the Township have negotiated over the issue of additional compensation to be paid to Sperber in light of his designation from FLSA non-exempt to FLSA exempt,

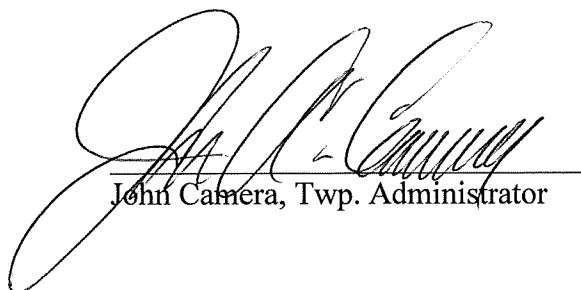
It is on this 26<sup>th</sup> day of October 2020, hereby AGREED as follows:

1. The Township shall increase Sperber's salary to \$ 95,000 per year, effective and retroactive to January 1, 2020, in recognition of Sperber's designation from non-exempt to exempt status under the FLSA. Sperber's annual salary as provided herein shall be increased by 3% effective and retroactive to August 1, 2020.
2. Sperber shall be entitled to retroactive payment of the difference between his current annual salary and the annual salary provided in Paragraph 1 above, which shall be reduced by any overtime paid to Sperber on and after January 1, 2020.
3. This side letter agreement shall be deemed to be part of the collective negotiations agreement between the BTSA and the Township, and shall be enforceable pursuant to said agreement. The BTSA acknowledges that Sperber is no longer eligible for overtime pursuant to Article VIII of the collective negotiations agreement, provided however that all other terms of the collective negotiations agreement shall continue to apply to Sperber's employment, including but not limited to all negotiated salary increases.
4. This side letter agreement shall not be interpreted or applied in such a way as to amend any terms of the current collective negotiations agreement between the parties, which terms shall continue in full operation and effect.

For the BTSA

For the Township of Berkeley

  
Bernadette Musselwhite

  
John Camera, Twp. Administrator