

**A G R E E M E N T**

**BETWEEN**

**TOWNSHIP OF BERKELEY**

**AND**

**BERKELEY TOWNSHIP  
WHITE COLLAR WORKERS ASSOCIATION**

**January 1, 2009 through December 31, 2013**

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**PREAMBLE**

This AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, 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 BERKELEY TOWNSHIP WHITE COLLAR WORKERS ASSOCIATION (hereinafter referred to as the "Association"), represents the complete and final understanding on all bargainable issues between the Township and the Association.

**ARTICLE I**

**RECOGNITION AND SCOPE OF AGREEMENT**

A. The Township hereby recognizes the Association as the sole and exclusive representative of all the employees of the bargaining unit as defined in Article I, Section B herein for the purposes of collective bargaining and all activities and processes relevant thereto.

B. The bargaining unit shall consist of all white collar permanent employees of the Township of Berkeley (except as noted herein), but excluding all permanent blue collar employees, civilian telecommunications operators, senior telecommunications operators and police dispatchers, policemen, confidentials, professionals, craft and managerial and supervisors within the meaning of the New Jersey Employer-Employees Relations Act and "deputy" or "assistant" supervisor positions such as assistant sanitation supervisor, assistant collector, deputy court clerk, etc.

C. This Agreement shall govern all wages, hours and other conditions of employment herein set forth.

**ARTICLE II**

**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 of the parties.

B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

C. In the event negotiations or grievance procedures are mutually scheduled at any time during working hours, members of the bargaining unit and/or respective committee members shall suffer no loss of regular straight time pay. Bargaining shall be consistent with the provisions of Chapter 123, P.L. 1974 and any amendments as may be enacted from time to time.

D. 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.

E. 1. Nothing herein shall prohibit the Township from modifying those rules, regulations or policies which do not directly diminish salaries or fringe benefits under this Agreement.

2. Crossing Guards shall receive only those provisions specifically designated for Crossing Guards. Crossing Guards shall not receive any other benefit or coverage under this Agreement. The term employee shall not include Crossing Guards.

### ARTICLE III

#### DISCRIMINATION AND COERCION

A. There shall be no discrimination, interference or coercion by the Township or any of its agents against the employees represented by the Association because of membership or activity in the Association. The Association shall not intimidate or coerce employees into membership. Neither the Township nor the Association shall discriminate against any employee because of race, creed, color, national origin, religion or political affiliation.

B. Where the word "he" is used in this Agreement, it shall mean both sexes.

### ARTICLE IV

#### GRIEVANCE PROCEDURE

A. For the purpose of this Agreement, the term "grievance" means an appeal by an

individual employee or the Association 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.

B. If at any Step in the Grievance Procedure Management's decision is not appealed within the appropriate prescribed time, such grievance will be considered closed and there shall be no further appeal or review.

C. Grievance Steps:

Step 1.

The Grievance Chairman of the Association or his duly authorized and designated representative shall present in writing the grievance or grievances to the supervisor or his designee. A grievance must be filed within five (5) working days after the event that gave rise to the grievance. The supervisor or his designee shall answer the grievance in writing within five (5) working days. Working days, as set forth herein, shall be defined as Monday through Friday, whether the employee actually works the day(s) in question.

Step 2.

If the grievance is not resolved at Step 1, or if no answer has been received by the Association within the time set forth in Step 1, the Association may present the grievance in writing to the Township Administrator. The Township Administrator shall forward a reply within twenty-five (25) working days of receipt of the first step. The presentation shall set forth the position of the Association and, at the request of either party, discussion may ensue. In the event no answer is received from the Township Administrator within the specified time, then the Association may move the grievance to the Mayor. Any appeal to the Mayor under this Step shall be within five (5) working days of the Township Administrator's response or time to respond. The Mayor shall have ten (10) working days to respond, if he so desires; otherwise, the grievance shall be denied. Working days, as set forth herein, shall be defined as Monday through Friday, whether the employee actually works the day(s) in question.

Step 3.

If the grievance has not been settled by the parties at Step 2 of the Grievance Procedure, or if no answer in writing by the Mayor has been received by the Association within the time provided in Step 2, the Association may demand arbitration of the grievance within twenty (20) calendar days of the receipt of a Step 2 decision or when a Step 2 decision should have been rendered.

Step 4. Arbitration.

If a grievance is not settled under Step 3, such grievance shall, at the request of the Association or the Township, be referred to PERC as mutually agreed to by the parties for the selection of an Arbitrator according to its rules. All submissions to arbitration must be made within twenty (20) calendar days. Attendance at a grievance or arbitration hearing or matter by anyone other than the grievant and Shop Steward shall be permitted only by subpoena and only if the individual subpoenaed is testifying. No overtime shall be paid for attendance at a grievance or arbitration.

As to the 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. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.
- e. Rules, regulations, policies or orders of Berkeley Township shall not be subject to interpretation or revision by an arbitrator except if specifically provided by the parties.

f. 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.

g. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally by the parties.

h. Any other costs of the arbitration, including the presentation of witnesses, shall be borne by the party incurring same.

D. Miscellaneous - Advance Step Filing.

In the event a grievance affects more than one (1) member, or any class of workers or members, then the grievance shall commence directly at Step 2 by the Association.

ARTICLE V

HOURS OF WORK - SHIFTS

A. The normal work day for all clerical employees shall be seven (7) hours work between the hours of 8:00 a.m. and 5:00 p.m. with thirty (30) minutes for lunch period between 12:00 p.m. and 1:00 p.m. Five (5) such days, Monday through Friday, shall not constitute the thirty-five (35) hour work week, except as it applies to current applicable golf course employees/public works employees/police department employees. The Township shall first seek qualified volunteers for shifts beyond 8:00 a.m. to 4:00 p.m. The Township maintains the right to assign employees to shifts beyond 8:00 a.m. to 4:00 p.m. if no qualified volunteers apply.

B. The normal work day for all other employees whose titles are represented by the Association shall be eight (8) hours of work; there shall be thirty (30) minutes for a lunch period and the work week shall consist of forty (40) hours. This provides for seasonal changes; prior to effecting a change, the Township shall consult with the Association. All work performed outside of the stated weekly hours will be paid at time and one-half (1-1/2) of the regular straight time rate. Sundays shall be paid at double (2x) the straight time rate. All full-time employees shall have two (2) 15-minute break periods within their respective work day. The first break shall be



within the first four (4) hours of the commencement of the work shift. The second break shall fall within the remaining hours of the shift, as modified below. Employees shall not be entitled to: (1) leave fifteen (15) minutes early for lunch; (2) extend the lunch period by fifteen (15) minutes; and/or, (3) leave at the end of the day early by fifteen (15) minutes by using the second fifteen (15) minute break. The Township may utilize the break periods for white-collar workers so as to extend their meal period for one (1) hour.

C. When so elected by the Township, multiple shifts of at least forty (40) hours duration, four (4) or five (5) days, shall be worked. A.M. shift work shall be between the hours of 6:00 a.m. and 8:00 p.m.

D. The second shift (swing shift) shall be worked between the hours of 3:30 p.m. and 12:00 midnight. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate.

E. The third shift (graveyard shift) shall be worked between the hours of 11:30 p.m. and 8:00 a.m. Workmen on this "graveyard" shift shall receive eight (8) hours pay at the regular hourly rate.

F. A lunch period of thirty (30) minutes shall be allowed on each shift.

G. There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked.

H. A two (2) week notification shall be given by the Township prior to a change in shift except in cases of emergency.

I. The scheduled work hours at the golf course shall be flexible to permit management to schedule hours to provide for the most efficient utilization of work time. The work week at the golf course shall not be limited in scheduling to start and conclude Monday to Friday. Vacation shall not be permitted to be taken by employees assigned to the golf course during the calendar months of June, July and August. The Township, in its sole and absolute discretion, may grant summer vacation if possible. It is understood that the Township has the

right to assign overtime and all employees may be required to work a reasonable amount of overtime.

J. The Township will pay the employee for out-of-title work from day one at the out-of-title work hourly rate under the following conditions:

- (1) the employee works the full work day in the out-of-title work;
- (2) the work in question is a non-training assignment;
- (3) the employee holds the necessary license to hold the job and perform the necessary duties.

## ARTICLE VI

### OVERTIME

A. An employee shall be entitled to overtime at the rate of one and one-half (1-1/2) times his regular hourly rate only after said employee has worked in excess of forty (40) hours, in any given work week. Bereavement leave (immediate family) 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, the overtime rate shall apply. Effective January 1, 1999, when the Township requires an employee who normally works a thirty-five (35) hour work week to work in excess of forty (40) hours, the Employee will be paid at his regular straight time rate for work between thirty-five (35) hours and forty (40) hours in any given work week and the overtime rate shall apply only after forty (40) hours of work.

B. In the event an employee is called to duty on his normal off-duty hours, he shall be paid overtime at the rate of time and one-half (1-1/2) with a minimum of four (4) hours, provided such time is not contiguous to the employee's work day and provided the employee has not received four (4) hours notice. If the time is contiguous to the employee's work day, the employee will be paid overtime only for the time actually worked.

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

D. Availability for overtime worked shall be posted by the supervisor or his designee. 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.

## ARTICLE VII

### HOLIDAY AND PERSONAL LEAVE

#### A. Holiday Leave

1. The following shall be recognized as holidays:

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Good Friday  
Memorial Day  
July 4 (Independence Day)  
Labor Day  
Election Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Friday following Thanksgiving  
Day before Christmas  
Christmas Day  
Floating Holiday

2. The above-mentioned holidays shall be included in the employee's regular pay period.

3. To be eligible for holiday pay, an employee must work the scheduled day before the holiday and the scheduled day after the holiday.

4. 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 which request is subject to approval by the supervisor. 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

Employees shall be entitled to personal leave of 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	1 day
After eight (8) months	1 day
After one (1) year	1 day

Said personal leave shall not be cumulative. Part-time bargaining unit members shall receive pro-rata personal days as follows: There shall be fifteen (15) calendar days minimum notice for personal leave requests, except in cases of emergency.

Total number of days x total hours worked / week / 40 = number of part-timers personal days (e.g., 3 personal days x 20/40 = 1½ personal days).

**ARTICLE VIII**

**JURY DUTY**

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 Mayor shall receive full pay; however, all jury pay shall be turned over to the Township.

**ARTICLE IX**

**BEREAVEMENT LEAVE**

A. 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. The first three (3) consecutive working days with pay, one 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 are not grievable. Immediate family shall include spouse, mother, father, sister, brother, children, mother-in-law, father-in-law, aunts, uncles, grandparents, grandchildren of employee and spouse.

B. (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.

**ARTICLE X**

**VACATIONS**

A. (1) Each employee who has had the length of continuous employment specified in the table following shall be entitled to the working time shown as a vacation with pay at his 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 to four (4) complete years of service	12 days
Beginning the fifth year to nine (9) complete years of service	18 days
Beginning ten (10) years of service	20 days
Beginning eleven (11) years of service	One additional day for every two (2) years up to a maximum of twenty-five (25) days

(2) All employees hired on or after January 1, 2011 shall be governed by the specific numerical provisions of Civil Service rules and regulations as to vacation time allotment for local government entities.

B. Crossing Guards shall receive the pro-rata Civil Service vacation allowance.

C. Eligibility for vacation shall be computed as of the first day of the month in which the employee covered by this Agreement was hired. No employee shall be permitted to carryover unused vacation except for business necessity only upon approval of the Township Administrator or designee as per Civil Service Commission rules and regulations. All requests

for vacation or leave of absence shall be acted and decided upon within fifteen (15) days.

D. (1) No vacations will be considered approved until the employee has in his/her possession a copy of the written request approved by the Township Administrator or designee. All requests for vacation leave shall be acted and decided upon within fifteen (15) calendar days of the receipt of such in writing by the Township Administrator or designee.

(2) Whenever more than one (1) employee within a job classification at job location requests vacation at a given time, the Township shall endeavor to honor all vacations as requested. However, when vacations cannot be granted to all employees requesting vacations for a particular period, the employees with the greatest seniority shall be granted their vacations first (unless business necessity requires a different result).

## ARTICLE XI

### 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.

2. All permanent full-time employees covered by this Agreement shall be granted sick leave with pay. During an employee's first year of employment he 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 employment, he will be granted fifteen (15) days of sick leave per year.

3. Crossing Guards shall receive the pro-rata Civil Service sick leave allowance. All other provisions of this Section shall be followed.

#### 4. Procedure

a. If an employee is absent for reasons that entitle him to sick leave, he shall notify his supervisor no later than one-half (1/2) hour prior to his usual reporting time.

b. Failure to notify his 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) consecutive days shall constitute a resignation.

5. a. 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.

b. When the employee is at his/her place of confinement, he/she is restricted to such, except for visits to his/her pharmacist or physician, when the employee is out sick. All employees, whether sick or injured, shall not leave the State of New Jersey for more than one (1) twenty-four (24) hour 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

a. An employee who has been absent on sick leave for periods totaling fifteen (15) days in one (1) 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 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 employee's supervisor may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable.

c. In case of leave of absence due to exposure of contagious disease, a certificate from the Department of Health shall be required.

d. The supervisor may require an employee who has been absent because of personal illness, as a condition of his 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 normal duties and that his return will not jeopardize the health and safety of other employees.

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

f. The Township reserves the right to require verification at any time for any reason at the expense of the Township.

7. No employee shall be allowed to endanger the health and well-being of other employees. In light of this, the employee may be directed to take sick leave by the employee's supervisor. The employee's supervisor may direct the employee to the Township physician, at the Township's cost, for an opinion as to the eligibility of the employee(s) to continue at work if the employee(s) does not accept such direction.

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 U.S.C.A. §2601 et. seq. and/or the New Jersey Family Leave Act (FLA), N.J.S.A. 34:11B-1 et. seq. and Township policy. To be entitled to an FMLA and/or FLA leave, employees must meet all statutory criteria and requirements of the Township policy.

2. To be eligible 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. To be eligible for 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.

3. Eligible employees can take up to twelve (12) weeks of unpaid FLA leave during any twenty-four (24) month period for the birth or adoption of a child or the serious illness of a parent, parent-in-law, stepparent, child or spouse. Eligible employees can take up to a total twelve (12) weeks unpaid FMLA leave within a rolling twelve (12) month period for the birth or adoption of a child, to care for a parent, child or spouse who has a serious health condition or if the employee experiences a serious health condition as defined by Federal law.



4. 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 on FMLA and/or FLA leave will not continue to accrue longevity. Employees on FMLA and/or FLA leave will continue to be eligible for health insurance coverage under the Township's policy assuming that such benefits were provided before the leave was taken. 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 for the remainder of the FMLA and/or FLA leave.

5. A request for a FMLA and/or FLA leave must be accompanied and supported by a physician's certificate. In non-emergency situations a request for an FMLA and/or FLA leave should be made at least thirty (30) calendar days in advance of the anticipated start date for the leave. The Township requires periodic reports every thirty (30) calendar days during an FMLA and/or FLA leave regarding the employee's status and intent to return to work.

6. 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.

7. 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.

8. 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 period will be considered to have abandoned his or her position and will be recorded as a resignation not in good standing in accordance with Civil Service laws and regulations. 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. An employee returning to work after a FMLA and/or FLA leave 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 change if such action would have occurred had the employee remained actively at work.

C. Leaves of Absence Without Pay

1. 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 Article shall be within the sole and absolute discretion of the Township. All decisions regarding leave made by the Township Administrator and are not appealable through the grievance procedure.

2. The Township reserves the right to extend this period of time only after the employee submits to the Township sufficient reason for an extension of such leave after 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.

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

D. Workers' Compensation

Any member of the Township who shall utilize disability leave under Workers' Compensation, shall forward any money received by the Insurance carrier directly to the

Township Clerk as the member shall be receiving his disability pay.

## ARTICLE XII

### 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. (1) As of May 21, 2010, all Association members/employees covered by this Agreement with the Township shall contribute, 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. If the percent (%) goes up during the term of the Agreement, the percentage (%) of contribution shall increase.

(2) Employees hired into the bargaining unit on or after January 1, 2011 shall be enrolled in NJ Direct 15 and shall also pay the contributions as set forth above.

(3) Any plan changes shall be substantially equivalent to those that which were in effect prior to the change.

C. The Township shall maintain, in full force and effect, Worker's Compensation Insurance for all employees covered by this Agreement.

D. Effective January 1, 2009, all members of the bargaining unit, present and former, shall be covered under the provisions under the provisions of the prescription plan handled through the SHBP. Any changes as to the co-pays/coverages, etc. to said plan made by the SHBC shall govern the employees/former employees under the bargaining unit as to the benefit. There shall be no stand alone prescription plan.

E. The insurance coverage provided herein is subject to availability within the insurance industry.

F. The Township shall provide full family dental coverage to each member of the same coverage which is presently in effect. The Township's cost for such coverage is capped

at the cost in effect on January 1, 1997.

G. 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 expedite 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). 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 Association.

### ARTICLE XIII

#### EDUCATION

A. The Township agrees to reimburse an employee for tuition, books and fees only for a maximum of Five Hundred (\$500.00) Dollars per year for courses taken that are related and pertaining to an employee's category of work or other approved courses. Prior to enrollment, the permission of the Township Administrator must be obtained after recommendation of the respective supervisor. Failure to obtain such prior approval shall disqualify courses from reimbursement category. Courses that are directly related to an employee's work shall be permitted for reimbursement purposes; with respect to other approved courses, the Township retains the sole discretion to determine whether a course shall be approved for reimbursement purposes. An employee must have at least one (1) year of service before becoming eligible for participation in the tuition reimbursement program. In order to receive reimbursement for the courses, the employee must earn a grade of "C"/70% or better, depending on grade given.

B. Members shall receive an additional Five Hundred (\$500.00) Dollars per year for attainment of an Associates Degree.

C. Members shall receive an additional Seven Hundred Fifty (\$750.00) Dollars for

attainment of a Bachelors Degree.

D. Employees hired on or after January 1, 1986 shall not be eligible for the additional salary stipends as provided in Sections B and C above. Further, employees currently in the employ of the Township who intend to obtain the salary stipends provided in Sections A, B and/or C of this Article must achieve those levels of educations advancement by not later than December 31, 1986. After December 31, 1986, no additional stipends shall be granted to any employees of the Township for advanced education.

E. Additionally, the provisions of §§A, B and C above can only be paid to eligible employees if the designee is: (a) related to the employee's course of work; and, (b) the money is non-cumulative, if the employee is eligible.

#### ARTICLE XIV

#### 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: It is agreed that, at the time of retirement, the Township will purchase back all accumulated sick days of any employee covered by this Agreement. The maximum payment shall be \$12,000.00. 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 as pf July 1, 1999. *Should be deleted to make clear*

B. The days currently in the sick leave bank shall be valued at the 1986 rate. All days earned in the future shall be valued at the rate earned. Sick days shall be used in the order of the days most recently earned first, then using the earlier days.

C. For the purpose of this Article, retirement shall mean separation from service with the Township for other than disciplinary reasons, either having reached the required years of service or 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.

#### ARTICLE XV

##### AGENCY SHOP

A. The Township and the Association agree that an agency shop provision was passed into law, Ch. 477, P.L. 1979 N.J.S.A. 34:13A-5.4, et. seq., which grants the Association the right to a representation fee of 85% of the Association's dues for non-members. In compliance with Ch. 477, P.L. 1979, the Association shall comply with all aspects of the law in regards to a demand and return system as well as to render the Township of Berkeley harmless on all matters arising under its compliance with Ch. 477, P.L. 1979.

B. 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 any action taken by the Township in reliance upon this Article.

#### ARTICLE XVI

##### SALARIES

A. For the entire duration of the contract, all steps of the salary guide, other than Step 21A, shall remain as they are in effect as of December 31, 2008. Step progressions shall continue to be based on July 1<sup>st</sup> of the applicable year. Retroactive salary step increases for 2009 and 2010 shall be effective on July 1, 2009 and July 1, 2010, as modified below in Section C.

B. For Step 21A, the increases shall be as follows:

(1) 2009 (7/1)

For Grade 1 - \$400.00

For Grade 2 - \$450.00

For Grade 3 - \$500.00

For Grade 4 - \$600.00

(2) 2010/2011/2012/2013 (7/1 of each year)

For Grade 1 - \$800.00

For Grade 2 - \$900.00

For Grade 3 - \$1000.00

For Grade 4 - \$1200.00

C. Retroactive payments for 2009 and 2010 as to step increases or Step 21A salary increases shall be given to members of the bargaining unit who are on the payroll as of the execution of this Agreement and/or retired between January 1, 2009 and the execution of the Memorandum of Agreement.

D. If the parties have not reached an executed agreement by December 31, 2014, then all steps and employees will be frozen as of their place on the salary guide as of December 31, 2013.

E. For each year of the contract, the minimum and maximum wages in Schedule C shall be increased for part-timers by two (2%) percent per year.

F. In the event an employee receives a promotion, the promotion date will become the new anniversary date for increment purposes, except as modified by §G below.

G. Effective calendar year 2003, step increases are to be given on July 1<sup>st</sup>, regardless of the employee's anniversary date with the Township.

## ARTICLE XVII

### LONGEVITY

A. Each employee shall be paid in addition to his annual salary a longevity payment based upon completion of continuous years of employment in the Township of Berkeley in accordance with the following schedule for the term of this Agreement:

<u>5 YEARS</u>	<u>10 YEARS</u>	<u>15 YEARS</u>	<u>20 YEARS</u>	<u>25 YEARS</u>
\$850.00	\$1,350.00	\$1,900.00	\$2,500.00	\$3,000.00

-Such longevity shall be non-cumulative.

B. Each employee 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.

C. Longevity pay shall be paid to each employee as part of their regular salary check. If an employee only works part of the year, the employee's longevity 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 XVIII

#### EMPLOYMENT RIGHTS

A. Any employee shall have the right to have an Association representative accompany him in all disciplinary procedures filed against him by his supervisor or the Township.

B. All disciplinary proceedings filed against any employee by his supervisor or the Township shall only be for just cause and in accordance with New Jersey Statutes Title 11A (Civil Service Act) and/or New Jersey Administrative Code Title 4A and their amendments as may be enacted from time to time. No notices of this action shall be made or posted publicly.

C. Each employee has the right to review his personnel folder. All requests for review shall be submitted in writing to his supervisor and will be honored within three (3) days of the receipt of the individual's request. All materials contained in the employee's personnel folder will be open to examination by the employee, his/her immediate supervisor, the Township Business Administrator, the Mayor and/or legal counsel retained by the Township. Any viewing of the personnel file shall be in the presence of the Township Administrator or designee. Any material placed in the employee's present folder shall be copies to the affected employee.

D. An employee shall be provided with a copy of a specific rule or regulation at issue by his supervisor or the Township.

E. The Association shall provide the Township with a list, during the first week of January of each year, of all shop stewards, as well as updates of changes throughout the year if such occurs. There shall be no more than five (5) shop stewards - one (1) for each division within the Township covered by this Agreement. Such 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 at his shop or on his job, provided, however, the routine operations of the department in question shall not be interfered with. No Steward shall be discriminated against by any Township employee/official because of his faithful performance as steward nor



shall any steward be removed from the job until notice has been given to the President of the Association.

F. The Association will appoint a three (3) member Safety Committee. Members of the Safety Committee shall meet with the Township Administrator or designee quarterly to discuss safety and health-related job issues. The meeting shall not interfere with the employee's(s') responsibility to provide the Township with full employment duties during the normal work day.

## ARTICLE XIX

### 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 be 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. Shift schedules;
6. Hours of work (within the Agreements contained herein);
7. Hiring, promotions, discharge, demotions and disciplinary action against employees, all in accordance with N.J. Statutes Title 11A (Civil Service Act) and/or New Jersey Administrative Code Title 4A, and its amendments as may be enacted from time to time;
8. Making, drafting and enforcing rules and regulations governing the same and safety of its employees.

#### B. Rules and Regulations

1. The Township may establish and enforce reasonable rules and regulations which do not conflict with this Agreement for department operations and conduct of personnel thereof and maintenance of discipline. Copies of such rules and regulations shall be furnished to the employees' Association and shall be posted on various bulletin boards.

2. The employees shall comply with such rules and regulations and all employees shall promptly and efficiently execute the instructions and orders of their superiors.

If an employee or the employee's Association believes an instruction or order of a supervisor is unreasonable or unjust, the employee shall comply with the order or instruction, but with the further provision that such employee or the employee's Association may treat the order or instruction as a grievance which should be handled in accordance with the Grievance Procedure set forth previously in this Agreement.

3. The employees and the Association accept, as reasonable, the Township's rule that: (a) employees shall not drink alcoholic beverages during work time, break time and/or lunch time; (b) employees shall not use controlled dangerous substances during work time, break time and/or lunch time; (c) employees shall not take prescription drugs during work time, break time and/or lunch time if it prevents them and/or interferes with them from carrying out their duties/work assignments. Furthermore, no employee shall come to work either under the influence of any of the aforementioned items (alcohol/controlled dangerous substances/prescription drugs).

#### ARTICLE XX

##### BULLETIN BOARD

Four (4) bulletin boards will be made available to the Association for the purpose of posting employee Association matters relating to meetings, dues, entertainment, health, safety and welfare of the employees who are members of the Association and of general employee's Association activities. Association members shall not post any materials containing any profane or obscene matter or be defamatory of any individual. No material of a derogatory, inflammatory, insulting, or demeaning nature against the Township, any employee/official of the Township or any resident/citizen/tenant/business owner in the Township. All notices shall be signed by the Association President.

#### ARTICLE XXI

##### MILEAGE

Mileage reimbursement shall be at the rate of \$.20 per mile.

**ARTICLE XXII**

**RECORD KEEPING**

A. All employees are required to complete a time card/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 time card/sign-in sheet must be completed in pen or by the "punching-in/punching out" of a time clock. Time cards/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(s) certifies that the "actual hours worked as shown are correct" and the other signatures indicate that the hours worked have been verified.

B. All incidents of absence or tardiness must be explained on the time card/sign-in sheet in the space provided for this purpose. A time card/sign-in sheet will not be accepted as complete unless it accounts for all scheduled working days.

C. Violations of either section shall lead to discipline, up to and including termination, irrespective of the employee's disciplinary record/work record.

**ARTICLE XXIII**

**SAVINGS CLAUSE**

If any provision of this Agreement or application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

**ARTICLE XXIV**

**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 not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

**ARTICLE XXV**

**DURATION**

A. This Agreement shall become effective as of January 1, 2009 and shall continue in full force and effect through December 31, 2013. An employee must be in the active employment of the Township to be eligible for retroactive pay and/or benefits, as modified in Article XVI, §C.

B. Employees eligible for an annualized benefit such as uniform allowance shall receive a prorated benefit only if the employee leaves the employ of the Township during the year in which the benefit is received.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Agreement through their authorized representatives this <sup>30</sup> day of November 2010.

BERKELEY TOWNSHIP  
WHITE COLLAR WORKERS ASSOCIATION

TOWNSHIP OF BERKELEY, a municipal  
corporation of the State of New Jersey

By: Lana Esau

By: Jason Varano  
Jason Varano, Mayor

Attest:

Wendy S. Lahey

Attest:

Beverly Carle  
Beverly Carle, Township Clerk

SCHEDULE A  
WHITE COLLAR GRADES

GRADE 1

ACCOUNT CLERK  
CLERK TYPIST  
ASSESSING CLERK  
TAX CLERK TYPING  
TELEPHONE OPERATOR  
CLERK STENOGRAPHER  
CASHIER

GRADE 2

POLICE RECORDS CLERK  
SENIOR CLERK TYPIST  
SENIOR TAX CLERK TYPING  
SENIOR ACCOUNT CLERK  
SENIOR ASSESSING CLERK  
ASSESSING AID  
SENIOR CLERK STENOGRAPHER  
SENIOR CASHIER  
SENIOR TELEPHONE OPERATOR

GRADE 3

SENIOR POLICE RECORDS CLERK  
PRINCIPAL ASSESSING CLERK  
PRINCIPAL ACCOUNT CLERK  
PRINCIPAL TAX CLERK  
SECRETARY, PLANNING BOARD/ BOARD OF ADJUSTMENT  
PRINCIPAL CLERK TYPIST  
PRINCIPAL CLERK STENOGRAPHER  
PRINCIPAL PAYROLL CLERK  
SECRETARIAL ASSISTANT  
SECRETARIAL ASSISTANT/ TRANSCRIBING  
SR. ASSESSING AIDE  
SR. PERMIT CLERK TYPING

GRADE 4

ADMINISTRATIVE CLERK  
ADMINISTRATIVE SECRETARY  
SUPERVISING CASHIER  
SUPERVISING TAX CLERK  
SUPERVISING ACCOUNT CLERK

**SCHEDULE B 1**  
**July 1, 2009 White Collar**

STEP	GRADE 1	GRADE 2	GRADE 3	GRADE 4
1	\$20,594	\$23,671	\$26,739	\$29,197
2	21,191	24,339	27,520	30,015
3	21,786	25,013	28,301	30,835
4	22,381	25,681	29,085	31,654
5	22,977	26,350	29,866	32,474
6	23,661	26,718	30,768	33,365
7	24,258	27,797	31,549	34,188
8	24,853	28,467	32,334	35,008
9	25,452	29,139	33,114	35,822
10	26,043	29,808	33,894	36,643
11	26,739	30,573	34,798	37,613
12	27,333	31,245	35,578	38,431
13	27,931	31,914	36,359	39,251
14	28,526	32,584	37,143	40,070
15	29,122	33,255	37,924	40,887
16	29,711	34,021	38,827	41,784
17	30,387	34,694	39,608	42,603
18	30,984	35,365	40,390	43,424
19	31,579	36,032	41,173	44,241
20*	32,176	36,702	41,953	45,061
21	32,773	37,374	42,739	46,787
21A	35,306	40,259	46,021	49,467

\* There will be two (2) different "top steps"- Step 21 and Step 21A, depending upon whether an employee moves to Step 21 during the year or is already at Step 21 at the beginning of the year. Therefore, no Employee will move from Step 20 to Step 21A, but movement at the top end of the Guide will be from Step 20 to Step 21 or Step 21 to Step 21A.\*

**SCHEDULE B 2**  
**July 1, 2010 White Collar**

STEP	GRADE 1	GRADE 2	GRADE 3	GRADE 4
1	\$20,594	\$23,671	\$26,739	\$29,197
2	21,191	24,339	27,520	30,015
3	21,786	25,013	28,301	30,835
4	22,381	25,681	29,085	31,654
5	22,977	26,350	29,866	32,474
6	23,661	26,718	30,768	33,365
7	24,258	27,797	31,549	34,188
8	24,853	28,467	32,334	35,008
9	25,452	29,139	33,114	35,822
10	26,043	29,808	33,894	36,643
11	26,739	30,573	34,798	37,613
12	27,333	31,245	35,578	38,431
13	27,931	31,914	36,359	39,251
14	28,526	32,584	37,143	40,070
15	29,122	33,255	37,924	40,887
16	29,711	34,021	38,827	41,784
17	30,387	34,694	39,608	42,603
18	30,984	35,365	40,390	43,424
19	31,579	36,032	41,173	44,241
20*	32,176	36,702	41,953	45,061
21	32,773	37,374	42,739	46,787
21A	36,106	41,159	47,021	50,667

\* There will be two (2) different "top steps"- Step 21 and Step 21A, depending upon whether an employee moves to Step 21 during the year or is already at Step 21 at the beginning of the year. Therefore, no Employee will move from Step 20 to Step 21A, but movement at the top end of the Guide will be from Step 20 to Step 21 or Step 21 to Step 21A.\*

**SCHEDULE B 3**  
**July 1, 2011 White Collar**

STEP	GRADE 1	GRADE 2	GRADE 3	GRADE 4
1	\$20,594	\$23,671	\$26,739	\$29,197
2	21,191	24,339	27,520	30,015
3	21,786	25,013	28,301	30,835
4	22,381	25,681	29,085	31,654
5	22,977	26,350	29,868	32,474
6	23,661	26,718	30,768	33,365
7	24,258	27,797	31,549	34,188
8	24,853	28,467	32,334	35,008
9	25,452	29,139	33,114	35,822
10	26,043	29,808	33,894	36,643
11	26,739	30,573	34,798	37,613
12	27,333	31,245	35,578	38,431
13	27,931	31,914	36,359	39,251
14	28,526	32,584	37,143	40,070
15	29,122	33,255	37,924	40,887
16	29,711	34,021	38,827	41,784
17	30,387	34,894	39,608	42,603
18	30,984	35,365	40,390	43,424
19	31,579	36,032	41,173	44,241
20*	32,176	36,702	41,953	45,061
21	32,773	37,374	42,739	46,787
21A	36,906	42,059	48,021	51,867

\* There will be two (2) different "top steps"- Step 21 and Step 21A, depending upon whether an employee moves to Step 21 during the year or is already at Step 21 at the beginning of the year. Therefore, no Employee will move from Step 20 to Step 21A, but movement at the top end of the Guide will be from Step 20 to Step 21 or Step 21 to Step 21A.\*



**SCHEDULE B 4**  
**July 1, 2012 White Collar**

STEP	GRADE 1	GRADE 2	GRADE 3	GRADE 4
1	\$20,594	\$23,671	\$26,739	\$29,197
2	21,191	24,339	27,520	30,015
3	21,786	25,013	28,301	30,835
4	22,381	25,681	29,085	31,654
5	22,977	26,350	29,866	32,474
6	23,661	26,718	30,768	33,365
7	24,258	27,797	31,549	34,188
8	24,853	28,467	32,334	35,008
9	25,452	29,139	33,114	35,822
10	26,043	29,808	33,894	36,643
11	26,739	30,573	34,798	37,613
12	27,333	31,245	35,578	38,431
13	27,931	31,914	36,359	39,251
14	28,526	32,584	37,143	40,070
15	29,122	33,255	37,924	40,887
16	29,711	34,021	38,827	41,784
17	30,387	34,694	39,608	42,603
18	30,984	35,365	40,390	43,424
19	31,579	36,032	41,173	44,241
20*	32,176	36,702	41,953	45,061
21	32,773	37,374	42,739	46,787
21A	37,706	42,959	49,021	53,067

\* There will be two (2) different "top steps"- Step 21 and Step 21A, depending upon whether an employee moves to Step 21 during the year or is already at Step 21 at the beginning of the year. Therefore, no Employee will move from Step 20 to Step 21A, but movement at the top end of the Guide will be from Step 20 to Step 21 or Step 21 to Step 21A.\*

**SCHEDULE B 5**  
**July 1, 2013 White Collar**

STEP	GRADE 1	GRADE 2	GRADE 3	GRADE 4
1	\$20,594	\$23,671	\$26,739	\$29,197
2	21,191	24,339	27,520	30,015
3	21,786	25,013	28,301	30,835
4	22,381	25,681	29,085	31,654
5	22,977	26,350	29,866	32,474
6	23,661	26,718	30,768	33,365
7	24,258	27,797	31,549	34,188
8	24,853	28,467	32,334	35,008
9	25,452	29,139	33,114	35,822
10	26,043	29,808	33,894	36,643
11	26,739	30,573	34,798	37,613
12	27,333	31,245	35,578	38,431
13	27,931	31,914	36,359	39,251
14	28,526	32,584	37,143	40,070
15	29,122	33,255	37,924	40,887
16	29,711	34,021	38,827	41,784
17	30,387	34,694	39,608	42,603
18	30,984	35,365	40,390	43,424
19	31,579	36,032	41,173	44,241
20*	32,176	36,702	41,953	45,061
21	32,773	37,374	42,739	46,787
21A	38,506	43,859	50,021	54,267

\* There will be two (2) different "top steps"- Step 21 and Step 21A, depending upon whether an employee moves to Step 21 during the year or is already at Step 21 at the beginning of the year. Therefore, no Employee will move from Step 20 to Step 21A, but movement at the top end of the Guide will be from Step 20 to Step 21 or Step 21 to Step 21A.\*

**SCHEDULE C**  
**2009-2013 WHITE COLLAR**  
**PART-TIME EMPLOYEES COMPENSATED ON AN HOURLY BASIS**

Officer or Position	Minimum Wage					Maximum Wage				
	2009	2010	2011	2012	2013	2009	2010	2011	2012	2013
Cashier	6.94	7.08	7.22	7.36	7.51	15.68	15.99	16.31	16.64	16.97
Clerk Typist	6.94	7.08	7.22	7.36	7.51	19.38	19.77	20.17	20.57	20.98
Code Enforcement Officer	9.36	9.55	9.74	9.93	10.13	17.94	18.30	18.67	19.04	19.42
Complaint Investigator	9.36	9.55	9.74	9.93	10.13	18.19	18.55	18.92	19.30	19.69
Court Attendant	6.94	7.08	7.22	7.36	7.51	18.57	18.94	19.32	19.71	20.10
School Crossing Guard	6.94	7.08	7.22	7.36	7.51	16.19	16.51	16.84	17.18	17.52
Substitute School Crossing Guard	6.94	7.08	7.22	7.36	7.51	16.55	16.88	17.22	17.56	17.91
Special Police Officer	6.94	7.08	7.22	7.36	7.51	14.10	14.38	14.67	14.96	15.26

**SCHEDULE C**  
**2009-2013 WHITE COLLAR**  
**PART-TIME EMPLOYEES COMPENSATED ON AN HOURLY BASIS**

Officer or Position	Minimum Wage					Maximum Wage				
	2009	2010	2011	2012	2013	2009	2010	2011	2012	2013
Cashier	<u>7/1/09-7/23/09</u> 6.94	7.40	7.55	7.70	7.85	15.68	15.99	16.31	16.64	16.97
Cashier	<u>7/24/09-12/31/09</u> 7.25	7.40	7.55	7.70	7.85	15.68	15.99	16.31	16.64	16.97
Clerk Typist	<u>7/1/09-7/23/09</u> 6.94									
Clerk Typist	<u>7/24/09-12/31/09</u> 7.25	7.40	7.55	7.70	7.85	19.38	19.79	20.17	20.57	20.98
Code Enforcement Officer	9.36	9.55	9.74	9.93	10.13	17.94	18.30	18.67	19.04	19.42
Complaint Investigator	9.36	9.55	9.74	9.93	10.13	18.19	18.55	18.92	19.30	19.69
Court Attendant	<u>7/1/09-7/23/09</u> 6.94	7.40	7.55	7.70	7.85	18.57	18.94	19.32	19.71	20.10
Court Attendant	<u>7/24/09-12/31/09</u> 7.25	7.40	7.55	7.70	7.85	18.57	18.94	19.32	19.71	20.10
School Crossing Guard	<u>7/1/09-7/23/09</u> 6.94	7.40	7.55	7.70	7.85	16.19	16.51	16.84	17.18	17.52
School Crossing Guard	<u>7/24/09-12/31/09</u> 7.25	7.40	7.55	7.70	7.85	16.19	16.51	16.84	17.18	17.52
Substitute School Crossing Guard	<u>7/1/09-7/23/09</u> 6.94	7.40	7.55	7.70	7.85	16.55	16.88	17.22	17.56	17.91
Substitute School Crossing Guard	<u>7/24/09-12/31/09</u> 7.25	7.40	7.55	7.70	7.85	16.55	16.88	17.22	17.56	17.91
Special Police Officer	<u>7/1/09-7/23/09</u> 6.94	7.40	7.55	7.70	7.85	14.10	14.38	14.67	14.96	15.26
Special Police Officer	<u>7/24/09-12/31/09</u> 7.25	7.40	7.55	7.70	7.85	14.10	14.38	14.67	14.96	15.26