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RUTGERS UNIVERSITY

THREE YEAR AGREEMENT

BETWEEN THE

TOWNSHIP OF BERKELEY, Township of

AND

BERKELEY TOWNSHIP

MUNICIPAL EMPLOYEES ASSOCIATION

FOR THE YEARS

1982, 1983, 1984

THIS DOES NOT
CIRCULATE

Prepared by:
Villano & Walters
Labor Relations
Consultants
813 Riverview Dr.
Brielle, N.J.

THIS AGREEMENT, made this first day of January 1982.
BETWEEN: THE TOWNSHIP OF BERKELEY, a municipality in the County of
Ocean, State of New Jersey, hereinafter called the "Employer",
AND: BERKELEY TOWNSHIP MUNICIPAL EMPLOYEES, hereinafter called the
Association.

W I T N E S S E T H :

WHEREAS, it is the intent and purpose of the parties hereto to
promote and improve the harmonious and economic relations between the
Employer and its employees. To establish a basic understanding relative
to rates or pay, hours of work and other conditions of employment con-
sistent with the law and established practices not modified by this Agree-
ment.

NOW, THEREFORE, in consideration of these promises and mutual
covenants herein contained, the parties hereto do agree with each other
with respect to the employees of the Employer recognized as being re-
presented by the Association as follows.

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section I

This Agreement shall take effect January 1, 1982 and shall remain in effect until December 31, 1984, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from January 1 through December 31 of each year, unless changed or terminated in the way later provided herein.

Section II

(a) Either party desiring to change or terminate this Agreement must notify the other, in writing, at least ninety (90) days prior to the anniversary date.

(b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice.

(c) The existing provisions of the Agreement shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

Section III

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

Section IV

The bargaining unit shall consist of all blue and white collar permanent employees of the Township of Berkeley, but excluding policemen; confidentials, professionals, craft and managerial and supervisors within the meaning of the New Jersey Employer-Employees Relation Act. The parties recognize that there are disputes concerning certain titles being included or excluded from the bargaining unit. Neither party waives or restricts its right to seek and obtain a clarification from the Public Employees Relation Commission (PERC) of said titles. After the dispute has been settled or adjusted, all job titles and classifications with the salary ranges will be listed as part of this contract.

Section V

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

Section VI

This Agreement shall be binding upon the parties hereto.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

Section I

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. Unless otherwise designated, the Mayor of the Employer or his designees and the Chairman of the Union unit or his designees shall be the respective bargaining agent for the parties.

Section II

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

Section III

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 pay.

Bargaining shall be consistant with the provisions of Chapter 123 PLNJ 1074.

Section IV

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.

Section V

Except as this Agreement shall otherwise provide all terms and conditions of employment applicable on the effective date of this Agreement to wit January 1, 1982, for members covered by this Agreement, as established by written rules, regulations and or policies of the Township in force on January 1, 1982 shall continue to be applicable during the terms of this Agreement.

Nothing herein shall prohibit from modifying those rules, regulations or policies which do not directly diminish the pecuniary benefits afforded to employees under this Agreement or by written rules, regulations, or policies.

ARTICLE V

DISCRIMINATION AND COERCION

Section I

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

Section II

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

ARTICLE VI

GRIEVANCE PROCEDURE

Section I

A grievance is a claimed breach, misinterpretation or improper application of the terms of this Agreement; or

A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policy, or orders applicable to the Department.

Section II

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.

GRIEVANCE STEPS

Section III

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 department head or his designee. The Department Head or his designee shall answer the grievance in writing within five (5) working days.

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 shall present the grievance in writing to the Township Administrator. The Township Administrator shall forward a reply within 15 days, 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 Township Committee.

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 and the Township Committee has been received by the Union within the time provided in Step 2, the Association may demand arbitration of the grievance within thirty (30) days as set forth in Article VI, entitled Arbitration, hereinafter set forth.

ARBITRATION

Step 4

If a grievance is not settled under Step 3, such grievance shall, at the request of the Association or the Township, be referred to the American Arbitration Association or 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 thirty (30) days.

The Arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement or laws of the State. He shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declarations or opinions which are not relevant in reaching the determination. The decision or award of the arbitrator shall be final and binding consistent with applicable law and this Agreement. In no event shall the same question or issue be the subject of arbitration more than once. The Arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement. Rules, regulations, formal policies or orders of Berkeley Township shall not be subject to revision by the arbitrator except if specifically provided herein. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

Advanced Step Filing In the event a grievance affects more than one member, or any class of workers or members, then the grievance shall commence directly at Level Two by the Association.

Nothing herein is intended to deny any employee the right of appeal as expressly granted in Title 40A or Civil Service or the revised New Jersey Statutes.

ARTICLE VII
HOURS OF WORK-SHIFTS

Section I

The normal work day for all clerical employees shall be seven (7) hours work between the hours of 8:00 a.m. and 4:00 p.m. with thirty (30) minutes for lunch period between 12:00 a.m. and 1:00 p.m. shall constitute the work day, five (5) such days, Monday through Friday, shall constitute the thirty-five (35) hours work week.

Section II

The normal work day for all other employees whose titles are represented by the Union shall be: Eight (8) hours work between the hours of 7:00 a.m. and 4:30 p.m., with thirty (30) minutes for lunch period between 11:00 a.m. and 12:30 p.m, shall constitute the work week of forty (40) hours.

All work performed outside of the stated hours and on Saturdays will be paid at time and one-half of the regular straighttime rate. Sundays and the following holidays, as prescribed in Article XI, or days celebrated as such shall be paid at double the straight time rate.

All full time employees shall have two (2) 15 minute break periods within their respective work day. The first within the first four hours of employment, the second within the remaining hours of employment.

The Township may utilize the break periods for white collar workers so as to extend their meal period for one hour.

Section III

When so elected by the Township, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 7:00 a.m. and 4:30 p.m. Workmen on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.

Section IV

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

Section V

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

Section VI

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

Section VII

All overtime work required after the completion of regular shift shall be paid at one and one-half (1- $\frac{1}{2}$) times the "shift" hourly rate, or as prescribed in Article X.

Section VIII

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

Section IX

There shall be no requirement for a day shift when either the second or third shift is worked.

Section X

A two-week notification shall be given by the employer prior to a change in shift.

ARTICLE VIII

overtime

Section I

An employee shall be entitled to overtime at the rate of one and one-half (1-½) times his regular hourly rate only after said employee has worked forty (40) hours or thirty-five (35) hours, if applicable, in any given work week. Vacation and holidays are to be considered as time worked for the purposes of this Section. When the employer requires that an employee work in excess of forty (40) hours or thirty-five (35) hours per week, depending upon which work group the employee is in, the overtime rate shall apply.

Section II

In the event that an employee is called to duty on what is normally his off-duty hours, he shall be paid overtime at the rate herein prescribed for a minimum of four (4) hours.

Section III

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

Section IV

Availability and overtime worked shall be posted by the department head or his designee. Overtime shall be offered on a rotating basis so as to eliminate any possible favoritism to any particular employee within a given job classification.

Section V

The foregoing shall be subject, however, to any State or Federal Law or Regulation which may now or in the future be enacted to the contrary.

ARTICLE IX

HOLIDAY LEAVE

Section I

The following shall be recognized as Holidays:

New Year's Eve (Half-day)	Election Day
New Years Day	Columbus Day
Washington's Birthday	Veteran's Day
Lincoln's Birthday	Thanksgiving Day
Good Friday	Friday following Thanksgiving
Memorial Day	Christmas Eve (half-day)
July 4th (Independence Day)	Christmas Day
Labor Day	Martin Luther King's B'day

Section II

The above mentioned Holidays shall be included in the employee's regular pay period.

Section III

Employees shall be entitled to personal leave of up to three (3) days per year with pay.

ARTICLE X

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 Township Committee shall receive full pay;

However, all jury pay shall be turned over to the Township.

ARTICLE XI

BEREAVEMENT LEAVE

Each employee may be granted six (6) days leave with pay upon death of a member of his immediate family. The first three (3) days of said six (6) shall be granted. The remaining three (3) days of the six (6) may be granted at the discretion of the Township Committee. Said days shall not be charged against sick leave or vacation time. Immediate family shall include spouse, mother, father, sister, brother, children, mother-in-law, father-in-law, and grandparents of employee and spouse.

ARTICLE XII

VACATIONS

Section I

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 eleventh (11) years of service	One additional day for every two years up to maximum of twenty five (25) days

Eligibility for vacation shall be computed as of the first day of the month in which the employee covered by this Agreement was hired. Vacation time shall not be accumulative from year to year, however, the Township Committee recognizes a need might arise for an individual to carry over a given amount of vacation time from one year to the next. The employer shall grant any individual member an opportunity to appear before the Township Committee with a special request for the carry-over of a maximum of one (1) year's vacation under specific individual circumstances. The Township Committee reserves the right to either approve or deny the request based solely upon the Committee's discretion. However, no employee shall lose vacation time by virtue of being required to work during his or her scheduled vacation. All requests for vacation or leave of absence shall be acted and decided upon within fifteen (15) days.

ARTICLE XIII

LEAVES

Section I

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 employee's second year of employment, he will be granted fifteen (15) days of sick leave per year.
3. (a) If an employee is absent for reasons that entitle him to sick leave, he shall notify his supervisor no later than one (1) 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.
4. (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:

1. 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.

2. The employee's department head may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable.

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

(c) The department head 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 Berkeley Township Committee, by a physician designated by the Committee. 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.

(d) Abuse of sick leave shall be cause for disciplinary action.

Section II Maternity

1. Natural Birth

The Township shall grant maternity leave without pay to any member 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 member.

(b) Any member 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 member granted maternity leave shall at her request be restored to the exact same category, vacated at the commencement of said leave.

(d) No member shall be required to leave work because of pregnancy at any specific time prior to expected childbirth nor be prevented from returning to work after childbirth solely on the ground 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 member from her duties during pregnancy unless the member 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. 10:501 et seq., The Law Against Discrimination, nor in violation of the Constitutions of the State of New Jersey and of the United States.

2. Any member 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 6 weeks after childbirth, the employee must provide at least two (2) week's notice of same.

Section III

Leave of Absence

The Township for good and sufficient reason may grant a leave of absence without pay for a period not to exceed one year from date of application and approval.

The Township reserves the right to extend this period of time only after the employee submits to the Township sufficient reason for an extension or after the employee has appeared before the Township to request the extension in person.

Section IV

Any member of the Township who shall utilize disability leave under workman's compensation, shall forward any money received by the Insurance Carrier directly to the Township Clerk as the member shall be receiving his regular salary.

Section V

In the event any member of the Association becomes injured while on duty said injury is of the extent that the employee is forced to use all workmen's compensation and disability benefits due him and runs out of same, the Township Committee agrees to allow the individual to appear before them and ask the Township Committee to grant for a maximum of one year 75% of his annual salary based upon his individual circumstances. The Township Committee reserves the right to either grant or deny the individual request.

EDUCATION

1. Employer agrees to compensate employees for tuition and books for related courses pertaining to their categories or approved courses. Prior to enrollment, the permission of the Township Committee must be obtained after recommendation of the respective Department Head.
2. Members shall receive an additional \$500.00 per year for attainment of an Associates Degree or upon completion (or successful completion) of sixty four (64) college credits.
3. Members shall receive an additional \$750.00 for attainment of a Bachelor's Degree or equivalent credits (128).

ARTICLE XIV

INSURANCE

Section I

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.

Section II

The Employer shall provide to all employees covered by this Agreement and their families an insurance plan equal to, or better than, the 14/20 series Blue Cross/Blue Shield plan, including Rider J and Major Medical benefits. The premiums shall be paid for by the Township.

Section III

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

Section IV

The Employer will provide to all employees covered by this Agreement effective January 1, 1979, a prescription drug plan which will be \$1.00 co-pay with the Township of Berkeley. The premium for the plan selected will be paid for by the Township.

Section V

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

Section VI

revised
Commencing Jan. 1, 1983 the Township shall provide full family dental coverage to each member of the same coverage which is presently in effect with other employee groups under Collective Bargaining Agreement.

ARTICLE XV

RETIREMENT BENEFIT

Section I

It is agreed that, at the time of retirement, the Township will purchase back all accumulated unused sick days of any employee covered by this Agreement.

Section II

Payment shall be either in a lump sum at the rate of pay he or she is receiving at the time of retirement, or continued salary until said amount due is satisfied in full, at the option of the employee.

Section III

* 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 Employees Retirement System.

ARTICLE XVI

UNIFORM ALLOWANCE

Section I

The Township shall provide the following uniforms for all blue collar employees yearly.

Three (3) Summer weight shirts

Three (3) Winter weight shirts;

Three (3) trousers;

One(1) heavy jacket'

One (1) light weight jacket;

Two (2) coveralls;

Two (2) pair steel tip shoes (high or low);

One (1) pair slush boots;

(one (1) pair safety glasses;

rain gear;

gloves;

- Road Department - One (1) pair every two (2) months;

- Sanitation Department - One (1) pair per month;

- Parks Department - One (1) pair every two (2) months.

Section II

All blue collar employees shall be required to wear their uniforms while on duty.

Section III

All blue collar employees shall receive a uniform maintenance allowance in the form of seventy-five (\$75.00) dollar credit for each year of this Agreement. Said employees may utilize above allowances for either maintenance or replacement of uniforms as specified in Section I of Article XVIII, as they deem necessary. In order to receive credit, proof of purchase must be presented to the employees' department head. Foul weather gear shall be maintained outside the above clothing allowances, provided, however, that foul weather gear shall be replaced upon approval by the department head where the employee demonstrates to the satisfaction of the department head the need for replacement.

Section IV

All employees whose duties call for outdoor work in any weather, at the construction sites or elsewhere shall be allotted the clothing allowance in Sections I and II of this Article.

Section V

All employees working in hazardous areas shall be provided with safety glasses, prescription if needed.

Section VI

Police dispatchers shall receive the same uniform allowance as provided the members of that department, concerning uniform allotment and maintenance requirements as per their departmental regulations.

Section VIII

Each member depending upon his or her classification and job description shall be equipped at Township expense with all necessary tools and their proper storage facilities while in the employ of the Township.

ARTICLE XVII

AGENCY SHOP

Section II

The Township and the Association agree that an agency shop provision as passed into law, Ch 477, PL 1979 N.J.S.A. which grants the Association the right to a representation fee of 85% of the union's dues for non-members. In compliance with Ch 477 PL 1979 the Berkeley Township Municipal Employee's 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 save harmless on all matters arising under its compliance with CH 477 PL 1979.

ARTICLE XVIII

SALARIES

1. For the years 1982 through 1984, employees shall be paid at the perspective step on their appropriate guide within this contract.
2. Effective January 1, 1982, member's salary shall be increased by nine hundred dollars (\$900.00) per person.
3. Effective January 1, 1983, salaries shall be increased by eight percent (8%) above the revised 1982 base. Effective July 1, 1983, salaries of Unit members shall be increased by an additional three per cent (3%) above the revised 1983 Agreement.
4. Effective January 1, 1984, salaries shall be increased by nine per cent (9%) above the revised 1983 base salary.

It is also intended that this guide shall not either directly or indirectly require the employer to provide any monetary increases in their salary beyond the term of this Agreement.

5. The Township agrees to pay a merit increase to each employee covered by this Agreement for calendar year 1982 payable no later than the end of the second quarter of the 1983 fiscal year. For the years 1983, 1984 and thereafter, the Township shall have the discretion to pay a merit increase of the minimum sum of one hundred seventy-five dollars (\$175.00) per employee per annum providing that the Township has the fiscal ability to do so and the evaluations done by the Township indicate that the respective employees are entitled to said merit increase. It is intended that in 1983 and thereafter that some employees may not receive the merit increase contemplated by the parties. It is also understood and agreed that the merit increase shall not be added to the base salary but shall be a stipend provided for deserving employees covered by this Agreement. A separate check shall be issued at the end of each calendar year for those employees who are receiving merit increases under this Agreement except for the 1982 merit increases which are reflected here and above. In order to qualify for a merit increase an employee in this unit, must be employed a minimum of three (3) months during the calendar year in which he is being considered for such merit increase.

6. Police Dispatchers shall work a total of forty hours per week on a rotating schedule, approved by the Chief of Police.

With the consent of the employee and with approval of the chief, a dispatcher may waive her lunch hour and accept compensatory time either at end of her work day or determined by the Chief during her schedule.

7. Retroactivity shall be applied only to salaries, longevity, uniforms, merit and compensatory time. All other elements of this Agreement are prospective from date of execution.
8. When an employee is required to work in a job title other than his designated title for a period of more than three (3) consecutive weeks, if the said job title has a higher range of compensation, then that employee shall be compensated in accordance with said range of compensation, but in any event, in excess of his designated rate of compensation.
9. Past claims regarding payment on longevity and uniform allowance are hereby waived. *(thru 1982 retroactivity)*. *BP*

ARTICLE XX
EMPLOYEE RIGHTS

Section I

Any employee shall have the right to have a Union representative accompany him in all disciplinary procedures filed against him by his department head or the Township.

Section II

The Township Committee agrees that temporary assignments shall not exceed a period of sixty (60) days.

Section III

All disciplinary proceedings filed against any employee by his department or the Township shall only be for just cause and in accordance with R.S. Title 11: (Civil Service). No notices of this action shall be made or posted publicly.

Section IV

Each employee has the right to review his personnel folder. All requests for review shall be submitted in writing to his department head and will be honored within three (3) days of the receipt of the individual's request. All materials contained in the individual's personnel folder will be open to examination by the employee and his immediate supervisor only, except such material which, by legislation, is considered to be of a confidential nature and not to be released by the Employer.

Section V

An employee shall be provided with a copy of a specific rule or regulation of his department or the Township.

ARTICLE XIX

LONGEVITY

Section I

Each employee shall be paid, in addition to his annual wage, a longevity increment based upon his years of continuous employment in the Township of Berkeley in accordance with the following schedule:

- (a) Upon completion of five (5) years of service, \$500.00 to be added to base salary;
- (b) Upon completion of ten (10) years of service an additional \$500.00 to be added to base salary;
- (c) Upon completion of fifteen (15) years of service, an additional \$500.00 to be added to base salary.
- (d) Upon completion of twenty (20) years of service, an additional \$500.00 to be added to base salary. for a total of \$2,000.00.

Section II

Each employee shall qualify for the longevity increment on the date of the anniversary of his employment and such increment shall be paid from and after such date.

Section III

Longevity pay shall be paid once per year on November 30th of every year, or the pay period nearest to same.

Section IV

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

Section V

The Association has the right to appoint chairmen at any shop and/or job where workmen are employed under the terms of this Agreement. The Employer shall be notified and furnished the name of the chairmen. Such chairmen 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 Employer because of his faithful performance of chairmen as chairmen, nor shall any chairmen be removed from the job until notice has been given to the President of the Association.

ARTICLE XXI

MANAGEMENT RIGHTS

Section I

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:

- (a) Direction and operation generally;
- (b) Type of work to be performed (within title);
- (c) Work assignments (within title);
- (d) Machinery, tools and equipment to be used;
- (e) Shift schedules;
- (f) Hours of work (within the Agreements contained herein);
- (g) Hire, promotions, discharge, demotions and disciplinary action against employees, all in accordance with Title Two (Civil Service);
- (h) Making, drafting and enforcing rules and regulations governing the same and safety of its employees. All of the above shall be based upon employee seniority.

Section II

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' Union 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 superior 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.

ARTICLE XXII

BULLETIN BOARD

Section I

Four (4) bulletin boards will be made available to employee's Association for the purpose of posting employee Union matters relating to meetings, dues, entertainment, health, safety and welfare of the employees who are members of the employee's 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.

ARTICLE XXIII

FURTHER NEGOTIATIONS

Section I

During the month of October 1984, at the request of either party a meeting may be called at a mutually agreed time and place for the purpose of effecting, if possible, a new or continuation of the within Agreement, commencing the 1st day of January, 1985.

ARTICLE XXIV

SAVINGS CLAUSE

Section I

Should any provision or application of this Agreement be declared illegal by any Court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with applicable laws.

IN WITNESS WHEREOF,
hands and seals this

the parties hereto have set their
day of _____, 1982.

Attest:

Carmela V Lewis
Clerk

TOWNSHIP OF BERKELEY

By: [Signature]
Mayor

Attest:

Carmela V Lewis

By: [Signature]
Township Administrator

BERKELEY TOWNSHIP MUNICIPAL
EMPLOYEES ASSOCIATION

By: [Signature]
President

By: [Signature]
Secretary

Attest:

[Signature]

By: [Signature]

Villano & Walters
Labor Relations Consultants