

AGREEMENT

BETWEEN

TOWNSHIP OF BERKELEY

AND

BERKELEY TOWNSHIP SUPERVISORS' ASSOCIATION

January 1, 2009 through December 31, 2013

Eric Martin Bernstein, Esquire
ERIC M. BERNSTEIN & ASSOCIATES, L.L.C.
Two North Road
P.O. Box 4922
Warren, New Jersey 07059

(732) 805-3360
(732) 805-3346 (fax)

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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 called the "Township") and BERKELEY TOWNSHIP SUPERVISORS' ASSOCIATION (hereinafter called the "Association"), represents the complete and final understanding on all bargainable issues between the Township and the Association.

ARTICLE I

RECOGNITION

A. The Township hereby recognizes the Association as the sole and exclusive representative of all employees of the bargaining unit in the job titles listed in Appendix A. In the event there is a dispute as to whether a particularly titled employee is covered by this Agreement, the certification by the Public Employment Relations Commission with respect to the recognition of this unit shall be the controlling document.

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

C. Whenever the male gender is utilized in this Agreement, it should also refer to the female gender and singular shall refer to plural as well unless otherwise indicated.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

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

B. Except as this Agreement shall otherwise hereafter provide, all terms and conditions of employment applicable on the effective date of this Agreement, January 1, 2009, for employees covered by this Agreement as established by written rules, regulations and/or policies of the Township in force on January 1, 2009 shall continue to be applicable during the term of this Agreement. Nothing herein shall prohibit the Township from modifying those rules, regulations and policies which do not directly diminish the pecuniary benefits afforded to the employee under this Agreement or by the written rules, regulations and policies.

ARTICLE III

ASSOCIATION RIGHTS AND PRIVILEGES

A. Whenever any representative of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss of regular straight time pay.

B. Representatives of the Association shall be permitted to transact official Association business on Township property with appropriate administrative approval and provided that this meeting shall not interfere with or interrupt normal work operations. The decision to excuse employees from their work assignments to participate in negotiations shall be in the sole discretion of the Supervisors or his or her designee and provided that Township operations are not interrupted.

C. The Association and its representatives shall have the right to use the Township buildings at all reasonable hours for meetings. The Township Administrator shall be notified in writing at least three (3) working days in advance of the time and place of all such meetings and his/her approval shall be required in a written response specifically authorizing such use and shall not interfere with the operations of the Township.

D. The Association shall have the right to have its qualified personnel use Township facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and similar types of equipment at reasonable times when such equipment is not otherwise in use for Township purposes. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for any of the equipment. The rate to be charged to the employees shall be the same charged to the general public.

ARTICLE IV

DISCRIMINATION AND COERCION

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

ARTICLE V

MANAGEMENT RIGHTS CLAUSE

A. The Township retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws, Constitution of the United States and the State of New Jersey except as specifically abridged, limited or modified by the express terms of this Agreement and then only to the extent such modification is lawful.

B. All rights, powers, authority, prerogatives of management and the responsibility and authority to enforce reasonable rules and regulations governing the conduct and activities of the employees are hereby retained by the Township.

ARTICLE VI

NO STRIKE CLAUSE

A. The parties agree that the employees covered by this Agreement shall not engage in any strike, work stoppage, picketing or other prohibited activity under the law of the State of New Jersey.

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

1. Discharge
2. Suspension
3. Reprimand
4. Fines
5. Such Other Relief as Permitted by Law

ARTICLE VII

SICK LEAVE

A. Sick leave may be utilized by full-time employees when they are unable to perform their work by reason of personal illness, accident or exposure to dangerous contagious disease while in the line of duty and where medical authorization of the Township Physician has been secured.

B. All permanent, full-time employees covered by this Agreement shall be granted sick leave with pay. During an employee's first year of service, he/she will be granted one (1) day for each month of complete service of full-time employment. From the beginning of the employee's second year of service, he/she will be granted fifteen (15) days each year thereafter.

C. Absence Notification

1. If an employee is absent for reasons that entitle him to sick leave, he/she shall notify his/her supervisor no later than one hour prior to his/her usual reporting time.
2. Failure to notify his/her supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.
3. Absence without notice for five (5) days or more consecutive days shall constitute a resignation.

D. Medical Evidence

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days may be required by the Township to submit acceptable medical evidence substantiating the illness or injury.

a. An employee who has been absent on sick leave for periods totaling fifteen (15) days in one calendar year consisting of periods of less than five (5) days shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one (1) certificate shall be necessary for a period of six (6) months.

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

2. In case of leave of absence due to exposure to dangerous contagious disease, a certificate from the Department of Health may be required by the Township.

3. The Township Administrator may require an employee who has been

absent because of his/her personal illness as a condition of his/her return to duty to be examined at the expense of the Township by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his/her normal duties and his/her return will not jeopardize the health of other employees.

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

ARTICLE VIII

WORKDAY AND WORKWEEK

A. The normal workday time frame for employees in this bargaining unit shall be 6:00 a.m. to 5:00 p.m. which may vary according to management needs.

B. Supervisors working thirty-five (35) hours per week, excluding a daily thirty (30) minute lunch period and those working forty (40) hours per week, excluding a daily thirty (30) minute lunch period shall be required to work only in the time frame described in the preceding paragraph, unless such workday is modified by the Township.

C. Time and one-half (1-1/2) pay shall be paid to those employees covered by this Agreement for all callouts for emergency reasons which are defined and limited to snow emergency, hurricanes, tornadoes and other weather-related emergencies.

D. The Township shall pay overtime at the rate of time and one-half (1-1/2) for all work performed beyond forty (40) hours in any one (1) calendar week. However, time spent at meetings and/or training sessions outside the normal work schedule shall be compensated for with compensatory time at straight time rate. Furthermore, effective January 1, 2011, overtime shall only be paid in excess of forty (40) hours in any one (1) calendar week; hours shall not include paid and unpaid leave, except sick leave.

E. The taking of overtime by employees of this unit shall be in accordance with the

Township Administrator's policy and procedure concerning same, except as otherwise expressly provided in this Agreement.

F. The present practice of overtime payment to the Court Administrator shall not be modified by the terms of this Agreement.

ARTICLE IX

LONGEVITY

A. 1. Effective January 1, 2006, employees shall be eligible for longevity based on continuous years of full-time employment in the Township as follows:

a. Upon completion of five (5) years of continuous service, \$1,100.00 added to base salary;

b. Upon completion of ten (10) years of continuous service, \$1,850.00 added to base salary;

c. Upon completion of fifteen (15) years of continuous service, \$2,650.00 added to base salary;

d. Upon completion of twenty (20) years of continuous service, \$3,750.00 added to base salary;

e. Upon completion for twenty-five (25) years of continuous service, \$4,350.00 added to base salary.

2. Employees hired on or after January 1, 2000 shall only be eligible for longevity under Article IX § A(1) and A(3) once they have completed ten (10) years of continuous service with the Township.

3. All members of the bargaining unit directly hired into the bargaining unit on or after July 1, 2010 or those who are not receiving longevity under another Township

collective bargaining agreement on or after July 1, 2010 shall not be eligible for longevity.

B. Each employee thereafter shall qualify for the longevity increment on the date of the anniversary of his/her employment and such increment shall commence to accrue from and after such date. Longevity pay shall be paid in each paycheck on a pro-rata basis, with all applicable deductions, as part of the regular pay check.

ARTICLE X

INSURANCE

A. The Township shall continue to maintain its existing Workers Compensation Insurance for all employees covered by this Agreement.

B. The Township shall continue to provide such medical insurance benefits currently being provided to the employees. In accordance with the current practice, the premiums shall be paid by the Township. As of May 21, 2010, all Association members/employees covered by this Agreement with the Township shall constitute, 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.

C. Employees hired directly into the bargaining unit on or after July 1, 2010 or those who are receiving such under another Township collective bargaining agreement on or after July 1, 2010 shall be enrolled in Direct 15 and shall also pay the contributions as set forth above.

D. Effective January 1, 2009, all members of the bargaining unit, present and former, shall be covered under the provisions of the prescription plan handled through the SHBP. Any changes to the co-pays/coverages ect. 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 Township shall continue to provide to the employees and their families covered by this Agreement a dental insurance program as has been in effect. The Township shall pay the premium on such plan.

F. In the event of disability, retirement or just cause separation, the Township shall allow the individual employee affected to remain on the health insurance program presently in effect at the time of the signing of this Agreement at no cost to the Township and if permitted by the carrier.

G. All employees, current and future, who retire on or after January 1, 2011 (except as noted below) in order to be eligible for the lifetime health insurance benefits upon retirement, must have served a minimum of fifteen (15) years of the required twenty five (25) years with Berkeley Township (Joan Starego will be entitled to the previous Township service eligibility requirements if she retires on or before December 31, 2013; otherwise, she will be governed by the provisions above or as amended). The Township, commencing January 1, 2013, shall: (1) cease continuation of spousal coverage after the death of the employee at the Township's expense; and, (2) no longer reimburse Medicare Part B premiums.

H. The Township reserves the right to change insurance plans or carriers or to self-insure so long as substantially equivalent benefits are provided and at least forty-five (45) days notification is provided to the Association. In the event the Association does not agree that the new plan(s) provided(s) substantially equivalent benefits, the Association may submit the matter to expedited arbitration prior to the expiration of the forty-five (45) days notification by the Township for determination by an arbitrator prior to implementation of the new plan(s).

ARTICLE XI

CLOTHING ALLOWANCE

A. The Township shall provide a clothing allowance in the amount(s) noted to employees listed in Appendix B on or about April 1 of each year. Said allowance shall be in lieu of provision of uniforms and uniform maintenance allowance which had been in past practice.

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

C. All clothing allowance payments shall be made directly through the employee's payroll check.

ARTICLE XII

VACATIONS

A. Each employee of the Association who has had the length of continuous full-time employment specified in the table following shall be entitled to the working time shown as a vacation with pay at his/her regular rate of pay.

<u>Length of Employment</u>	<u>Vacation Time</u>
During the First Year	1 Day per Month
Beginning the Second Year through the Fourth	12 Days per Year
Beginning the Fifth Year through the Ninth	18 Days per Year
Beginning the Tenth Year	20 Days per Year
Beginning the Eleventh Year	1 Additional Day for every 2 years up to a maximum of 25 days

All employees hired on or after January 1, 2000 shall not be eligible for the last

category of vacation (beginning the (11th) eleventh year) until they have been employed sixteen (16) or more continuous years with the Township.

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

C. One (1) year's entitlement of vacation may be carried over to the succeeding year, at the value of the salary rate in effect when said entitlement was earned; provided, however, said carry over has the approval of the Township Administrator. Failure to use carry over vacation shall result in its forfeiture.

ARTICLE XIII

HOLIDAYS, PERSONAL LEAVE, BEREAVEMENT LEAVE AND MATERNITY LEAVE

A. The following shall be recognized as holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Presidential Birthday
4. Good Friday
5. Memorial Day
6. July 4th
7. Labor Day
8. Columbus Day
9. Veterans Day
10. Election Day
11. Thanksgiving Day
12. Friday after Thanksgiving
13. Christmas Day
14. Personal Holiday

During the term of this Agreement, there will be one (1) additional holiday, either the day before Christmas or the day before New Years, to be selected and announced in advance by the Township.

B. Personal Leave

Each employee shall be entitled to three (3) personal leave days per year for business which normally cannot be handled during their scheduled work shift which days shall be prorated depending on the amount of time the employee has worked during the year. Personal leave shall not be cumulative. New employees will be entitled to personal leave as follows:

After four (4) months	1 day
After eight (8) months	1 day
After eleven (11) months	1 day

C. Bereavement Leave

1. 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) days shall be granted. The remaining three (3) days of the six (6) days may be granted at the discretion of the Township Administration. Said days shall not be charged against sick leave or vacation time. The aforementioned days shall be consecutive work days, one (1) of which shall be the day of death or the day of the funeral. Immediate family shall include spouse, mother, father, sister, brother, children, mother-in-law, father-in-law and grandparents of both the employee and spouse.

2. Employees shall be granted three (3) days off with pay in the event of the death of an aunt, uncle or cousin of either the employee or spouse.

D. Maternity Leave

1. The Township shall grant maternity leave without pay to any employee upon request subject to the following stipulations and limitations and/or applicable statutes, rules and regulations governing this leave.

a. Maternity leave shall commence and terminate on the date requested by the employee.

b. Any employee granted maternity leave without pay according to the provisions of this Section may, at her discretion, elect to use all or any part of her accumulated sick leave during the period of such absence and receive full pay and benefits for the same.

c. Any employee granted maternity leave shall, at her request, be restored to the exact same category, vacated at the commencement of said leave.

d. No employee shall be required to leave work because of pregnancy at any specific time prior to be expected childbirth nor be prevented from returning to work after childbirth solely on the grounds that there has not been a time lapse of specific duration between childbirth and the desired date of return, unless in the opinion of management she is physically unable to perform her duties.

e. The Township shall not remove any employee from her duties during pregnancy unless the employee cannot produce a certificate from her physician that she is medically able to continue with her duties.

f. The Township shall not discriminate against any person in violation of N.J.S.A. 10:5-1 et.seq. (the Law Against Discrimination) nor in violation of the Constitutions of the State of New Jersey and of the United States.

2. Any employee who does not elect to take a maternity leave may continue to perform her duties as long as physically able to do so and will be entitled to return to her duties when her physician certifies that she is physically able to do so. The period of such absence will be deemed the same as for any other physical disability and she will be entitled to her annual and accumulated sick leave with pay during the period of absence. The employee must return to work within six (6) weeks after childbirth; the employee must provide at least two (2) weeks' notice of same.

ARTICLE XIV

VOLUNTARY TERMINATION BENEFITS

A. Upon death or old age retirement, the Township agrees to purchase back all accumulated, unused sick days. Payment for said sick days shall be in the form of one payment at the time of retirement. All accrued vacation, holiday or sick leave owed to any employee at the time of his death while in the employment of the Township shall be paid to his beneficiary or estate.

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

1. The Township will purchase back unused sick days in accordance with the following usage by an individual:

<u>USAGE</u>	<u>TOWNSHIP PURCHASE</u>
10% or less	All unused sick days
Between 10.1% and 20%	75% of unused sick days
Between 20.1% and 30%	50% of unused sick days
Between 30.1% and 40%	25% of unused sick days
Between 40.1% and 50%	10% of unused sick days
Over 50.1%	Township will not purchase any unused sick days

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

C. This Article does not apply to any individual who leaves the employ of Berkeley Township because of disciplinary proceedings filed against him or other legal action of a similar

nature. Discipline shall be defined as published in N.J.S.A. Title 11A (Civil Service) and N.J.A.C.

4A. They shall be entitled to no payment for any accumulated unused time.

D. Valuation of days purchased back by the Township pursuant to this Article:

1. Each accumulated unused sick day prior to January 1, 1986 shall be valued at the daily rate of the employee's 1985 salary.

2. Each accumulated unused sick day from January 1, 1986 shall be valued at the employee's salary at the time each such sick day was earned.

3. Employees shall utilize sick days from the reserve of accumulated unused sick days in the order of the most recently accumulated unused sick days.

4. The maximum total payment shall not exceed \$15,000.00. However, employees, as of June 2, 1997, who have an accumulation in excess of \$15,000.00 may be paid in excess of that figure at the figure they had as of June 2, 1997, which shall not thereafter increase.

ARTICLE XV

GRIEVANCE PROCEDURE

A. A grievance shall be a complaint arising out of the interpretation or application of this Agreement. Working days shall be defined as Monday through Friday whether the employee works those days or not.

B. No grievance may be instituted by an employee or the Association more than fifteen (15) calendar days after the alleged incident occurred.

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

D. Party in interest is the person or persons making the claim and any person, including the Association or Township, who might be required to take action or against whom action might be taken in order to resolve the claim.

E. Grievance Steps:

1. The President of the Association or his duly authorized and designated representative shall present orally the grievance or grievances to the immediate supervisor. An oral answer shall be submitted by the supervisor within five (5) working days.

2. If the oral grievance is not resolved at Step One or if no answer has been received by grievant within the time set forth in Step One, the grievance shall be submitted in writing within ten (10) working days to the Township Administrator. The Township Administrator or his designee shall respond to the grievance within twenty-one (21) working days. Working days shall be defined as Monday through Friday, whether or not the employee actually works the day(s) in question.

3. If the grievance has not been settled by the parties at the preceding Step of the grievance procedure, the Association may demand arbitration of the grievance within thirty (30) calendar days as set forth hereafter.

F. Arbitration: If a grievance is not settled through Steps 1 and 2, the grievance may be submitted to an arbitrator mutually selected by the parties under the guidelines of the Public Employment Relations Commission.

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

2. Arbitration Proceedings:

a. The arbitrator shall conduct a hearing and render his decision in writing with findings of fact and conclusions.

b. The arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement.

c. The arbitrator shall confine his decision solely to the interpretation and application of the Agreement and shall confine his decision to the one (1) precise issue submitted for arbitration unless the parties agree otherwise.

d. Rules, regulations, policies or orders of Berkeley Township shall be subject to interpretation or revision by an arbitrator except if specifically provided by the parties.

e. The decision of the arbitrator shall be final and binding on the parties subject to the rights of the parties with respect to case law and statutes.

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

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

ARTICLE XVI

DUES CHECK-OFF AND AGENCY SHOP

A. The Township shall deduct the monthly Association dues from each employee who has furnished to the Township a written authorization for such deduction in a form acceptable to the Township. Funds so deducted shall be paid over to the Association on a monthly basis within thirty (30) days of the end of the month, together with a statement showing from whom the dues were collected and amounts thereof.

B. An agency shop provision pursuant to New Jersey statute shall be provided permitting up to eighty-five (85%) percent dues assessment. The Association shall comply with all aspects of Chapter 477 of the Public Laws of 1979 with respect to a demand and return system. The Association shall hold harmless the Township from any and all claims arising out of this Article.

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

D. The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon the salary deduction (dues deduction/agency shop) cards submitted by the Association to the Township.

ARTICLE XVII

SALARIES

A. Employees of the bargaining unit shall receive salaries based upon the grade/step plan and salary schedules attached hereto as follows:

2009 - all steps of the salary guide, other than Step 24, shall remain as they are in effect as of December 31, 2008; Step 24 shall increase retroactive to January 1, 2009 for calendar year 2009 (as amended below) by \$500.00 for Grade 1; \$600.00 for Grade 2; \$700.00 for Grade 3; and \$800.00 for Grade 4.

2010 - all steps of the salary guide, other than Step 24, shall remain as they are with effect as of December 31, 2008; Step 24 shall increase retroactive to January 1, 2010 for calendar year 2010 (as amended below) by \$1,000.00 for Grade 1; \$1,200.00 for Grade 2; \$1,400.00 for Grade 3; and, \$1,600.00 for Grade 4.

2011/2012/1013 - all steps of the salary guide for all three (3) years, other than Step 24 for each of the years above, shall remain as they are in effect as of December 31, 2008; Step 24 shall increase, in each year, as of January 1 of each year as follows:

Grade 1 - \$1,000.00
Grade 2 - \$1,200.00
Grade 3 - \$1,400.00
Grade 4 - \$1,600.00

B. The 2009 and 2010 Step 24 increases shall only be paid to those employees who are on the Township payroll as of the execution date of the Memorandum of Agreement and are actually working for the Township and/or retired between January 1, 2009 and the execution date of the Memorandum of Agreement.

C. On anniversary dates, individuals below maximum step shall be eligible for step increase for satisfactory performance. Effective calendar year 2011, all step progressions for individuals below maximum step who are eligible for such increase for satisfactory performance shall occur on July 1st of the applicable year.

D. The Golf Course Superintendent shall be paid a yearly stipend to oversee the driving range and related aspects of golf course operation. Said stipend shall be paid on a pro-rata basis if the Superintendent does not serve for a full calendar year or the period of time when the stipend commences is not for a full calendar year. The stipend shall commence once the driving range commences operation. The amount of the stipend for the duration of the contract shall be \$5,000.00/year.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

A. No employee shall be formally disciplined or formally reprimanded, reduced in rank or compensation without just cause. Any such action asserted by the Township or any agent or representative thereof shall be subject to the grievance procedure herein set forth. This provision shall not limit the Township to reduce in force or take such action with respect to

employees covered by this Agreement as permitted by law.

B. Employees covered by this Agreement who have secured college degrees will be paid in accordance with the schedule noted below.

1. Associates Degree - \$600.00
2. Bachelors Degree - \$850.00
3. An employee with an Associates Degree who thereafter secures a Bachelors Degree will receive an additional \$250.00 for a total of \$850.00.

The Township will pay for job related courses which are approved in advance.

C. Effective January 1, 2009, any employee not receiving payment under §B above shall only be eligible for payment if the degree is related to the job duties of the employee.

ARTICLE XIX

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision shall be restrained by such tribunal pending a final determination as to its validity, such provision or application shall be inoperative but all other provisions shall not be effected thereby and shall continue in full force and effect.

ARTICLE XX

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 XXI

DURATION

A. This Agreement shall become effective January 1, 2009 and shall continue in full force and effect through December 31, 2013. All economic changes provided for in this Agreement shall apply only to those individuals in the employ of the Township on the date of signing of this Agreement and to those employees who have retired during the negotiations leading to this Agreement.

B. In the absence of written notice given no less than ninety (90) nor more than one hundred twenty (120) days prior to the expiration date of this Agreement, by either party to the other of intention to terminate this Agreement shall automatically be renewed for a period of another year, and from year to year thereafter until such time as the aforementioned notice is given prior to the annual expiration date.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Agreement through their authorized representatives this 27th day of July 2010.

BERKELEY TOWNSHIP SUPERVISORS' ASSOCIATION

By:

Attest:

TOWNSHIP OF BERKELEY

By:
Jason Varano, Mayor

Attest:

Deputy
Beverly M. Carle, Township Clerk

APPENDIX A
JOB TITLES

GRADE I:

Assistant Assessor
Assistant Supervisor of Records

GRADE II:

Assistant Municipal Treasurer
Assistant Recreation Supervisor
Assistant Tax Collector
Deputy Municipal Court Administrator
Payroll Supervisor
Program Coordinator Drug & Alcohol Abuse
Senior Assistant Assessor
Supervisor of Records
Technical Assistant - Construction Official

GRADE III:

Assistant Golf Superintendent
Assistant Supervisor Recycling
Assistant Supervisor Sanitation
Code Enforcement Officer
Manager of Golf Facilities
Municipal Court Administrator
Municipal Director of Welfare
Supervisor Parks
Zoning Officer

GRADE IV:

Golf Superintendent
Road Superintendent
Superintendent of Recreation
Supervising Communications Operator
Supervising Mechanic
Supervisor Building Services
Supervisor Public Works
Supervisor of Sanitation and Recycling
Tax Assessor
Tax Collector

APPENDIX B

CLOTHING ALLOWANCE

Supervisor Sanitation	\$400.00
Supervising Mechanic	\$400.00
Assistant Golf Superintendent	\$400.00
Golf Superintendent	\$400.00
Assistant Supervisor Recycling	\$400.00
Road Superintendent	\$400.00
Superintendent of Recreation	\$400.00
Supervisor Parks	\$400.00
Supervisor Building Services	\$400.00
Supervisor Public Works	\$400.00
Code Enforcement/Zoning Officer	\$400.00
Supervising Communications Operator	\$1,000.00

SALARY SCHEDULE A

2009

<u>STEP</u>	<u>GRADE 1</u>	<u>GRADE 2</u>	<u>GRADE 3</u>	<u>GRADE 4</u>
1	\$31,795	\$36,767	\$42,468	\$48,897
2	\$32,598	\$37,716	\$43,564	\$50,143
3	\$33,402	\$38,664	\$44,659	\$51,385
4	\$34,207	\$39,614	\$45,754	\$52,625
5	\$35,011	\$40,567	\$46,851	\$53,868
6	\$35,816	\$41,516	\$47,948	\$55,112
7	\$36,620	\$42,468	\$49,043	\$56,354
8	\$37,423	\$43,416	\$50,143	\$57,598
9	\$38,226	\$44,368	\$51,238	\$58,837
10	\$39,029	\$45,316	\$52,334	\$60,082
11	\$39,835	\$46,266	\$53,430	\$61,324
12	\$40,640	\$47,216	\$54,527	\$62,566
13	\$41,443	\$48,166	\$55,623	\$63,810
14	\$42,248	\$49,117	\$56,720	\$65,051
15	\$43,051	\$50,068	\$57,815	\$66,512
16	\$43,854	\$51,018	\$58,912	\$67,535
17	\$44,659	\$51,966	\$60,009	\$68,780
18	\$45,463	\$52,916	\$61,093	\$70,021
19	\$46,266	\$53,868	\$61,682	\$71,264
20	\$47,068	\$54,820	\$63,297	\$72,507
21	\$47,869	\$55,772	\$64,393	\$73,750
22	\$48,673	\$56,724	\$65,490	\$74,989
23	\$49,475	\$57,674	\$66,586	\$76,235
24	\$50,778	\$59,226	\$68,383	\$78,277

SALARY SCHEDULE B

2010

<u>STEP</u>	<u>GRADE 1</u>	<u>GRADE 2</u>	<u>GRADE 3</u>	<u>GRADE 4</u>
1	\$31,795	\$36,767	\$42,468	\$48,897
2	\$32,598	\$37,716	\$43,564	\$50,143
3	\$33,402	\$38,664	\$44,659	\$51,385
4	\$34,207	\$39,614	\$45,754	\$52,625
5	\$35,011	\$40,567	\$46,851	\$53,868
6	\$35,816	\$41,516	\$47,948	\$55,112
7	\$36,620	\$42,468	\$49,043	\$56,354
8	\$37,423	\$43,416	\$50,143	\$57,598
9	\$38,226	\$44,368	\$51,238	\$58,837
10	\$39,029	\$45,316	\$52,334	\$60,082
11	\$39,835	\$46,266	\$53,430	\$61,324
12	\$40,640	\$47,216	\$54,527	\$62,566
13	\$41,443	\$48,166	\$55,623	\$63,810
14	\$42,248	\$49,117	\$56,720	\$65,051
15	\$43,051	\$50,068	\$57,815	\$66,512
16	\$43,854	\$51,018	\$58,912	\$67,535
17	\$44,659	\$51,966	\$60,009	\$68,780
18	\$45,463	\$52,916	\$61,093	\$70,021
19	\$46,266	\$53,868	\$61,682	\$71,264
20	\$47,068	\$54,820	\$63,297	\$72,507
21	\$47,869	\$55,772	\$64,393	\$73,750
22	\$48,673	\$56,724	\$65,490	\$74,989
23	\$49,475	\$57,674	\$66,586	\$76,235
24	\$51,778	\$60,426	\$69,783	\$79,877

SALARY SCHEDULE C

2011

<u>STEP</u>	<u>GRADE 1</u>	<u>GRADE 2</u>	<u>GRADE 3</u>	<u>GRADE 4</u>
1	\$31,795	\$36,767	\$42,468	\$48,897
2	\$32,598	\$37,716	\$43,564	\$50,143
3	\$33,402	\$38,664	\$44,659	\$51,385
4	\$34,207	\$39,614	\$45,754	\$52,625
5	\$35,011	\$40,567	\$46,851	\$53,868
6	\$35,816	\$41,516	\$47,948	\$55,112
7	\$36,620	\$42,468	\$49,043	\$56,354
8	\$37,423	\$43,416	\$50,143	\$57,598
9	\$38,226	\$44,368	\$51,238	\$58,837
10	\$39,029	\$45,316	\$52,334	\$60,082
11	\$39,835	\$46,266	\$53,430	\$61,324
12	\$40,640	\$47,216	\$54,527	\$62,566
13	\$41,443	\$48,166	\$55,623	\$63,810
14	\$42,248	\$49,117	\$56,720	\$65,051
15	\$43,051	\$50,068	\$57,815	\$66,512
16	\$43,854	\$51,018	\$58,912	\$67,535
17	\$44,659	\$51,966	\$60,009	\$68,780
18	\$45,463	\$52,916	\$61,093	\$70,021
19	\$46,266	\$53,868	\$61,682	\$71,264
20	\$47,068	\$54,820	\$63,297	\$72,507
21	\$47,869	\$55,772	\$64,393	\$73,750
22	\$48,673	\$56,724	\$65,490	\$74,989
23	\$49,475	\$57,674	\$66,586	\$76,235
24	\$52,778	\$61,626	\$71,183	\$81,477

SALARY SCHEDULE D

2012

<u>STEP</u>	<u>GRADE 1</u>	<u>GRADE 2</u>	<u>GRADE 3</u>	<u>GRADE 4</u>
1	\$31,795	\$36,767	\$42,468	\$48,897
2	\$32,598	\$37,716	\$43,564	\$50,143
3	\$33,402	\$38,664	\$44,659	\$51,385
4	\$34,207	\$39,614	\$45,754	\$52,625
5	\$35,011	\$40,567	\$46,851	\$53,868
6	\$35,816	\$41,516	\$47,948	\$55,112
7	\$36,620	\$42,468	\$49,043	\$56,354
8	\$37,423	\$43,416	\$50,143	\$57,598
9	\$38,226	\$44,368	\$51,238	\$58,837
10	\$39,029	\$45,316	\$52,334	\$60,082
11	\$39,835	\$46,266	\$53,430	\$61,324
12	\$40,640	\$47,216	\$54,527	\$62,566
13	\$41,443	\$48,166	\$55,623	\$63,810
14	\$42,248	\$49,117	\$56,720	\$65,051
15	\$43,051	\$50,068	\$57,815	\$66,512
16	\$43,854	\$51,018	\$58,912	\$67,535
17	\$44,659	\$51,966	\$60,009	\$68,780
18	\$45,463	\$52,916	\$61,093	\$70,021
19	\$46,266	\$53,868	\$61,682	\$71,264
20	\$47,068	\$54,820	\$63,297	\$72,507
21	\$47,869	\$55,772	\$64,393	\$73,750
22	\$48,673	\$56,724	\$65,490	\$74,989
23	\$49,475	\$57,674	\$66,586	\$76,235
24	\$53,778	\$62,826	\$72,583	\$83,087

SALARY SCHEDULE E

2013

<u>STEP</u>	<u>GRADE 1</u>	<u>GRADE 2</u>	<u>GRADE 3</u>	<u>GRADE 4</u>
1	\$31,795	\$36,767	\$42,468	\$48,897
2	\$32,598	\$37,716	\$43,564	\$50,143
3	\$33,402	\$38,664	\$44,659	\$51,385
4	\$34,207	\$39,614	\$45,754	\$52,625
5	\$35,011	\$40,567	\$46,851	\$53,868
6	\$35,816	\$41,516	\$47,948	\$55,112
7	\$36,620	\$42,468	\$49,043	\$56,354
8	\$37,423	\$43,416	\$50,143	\$57,598
9	\$38,226	\$44,368	\$51,238	\$58,837
10	\$39,029	\$45,316	\$52,334	\$60,082
11	\$39,835	\$46,266	\$53,430	\$61,324
12	\$40,640	\$47,216	\$54,527	\$62,566
13	\$41,443	\$48,166	\$55,623	\$63,810
14	\$42,248	\$49,117	\$56,720	\$65,051
15	\$43,051	\$50,068	\$57,815	\$66,512
16	\$43,854	\$51,018	\$58,912	\$67,535
17	\$44,659	\$51,966	\$60,009	\$68,780
18	\$45,463	\$52,916	\$61,093	\$70,021
19	\$46,266	\$53,868	\$61,682	\$71,264
20	\$47,068	\$54,820	\$63,297	\$72,507
21	\$47,869	\$55,772	\$64,393	\$73,750
22	\$48,673	\$56,724	\$65,490	\$74,989
23	\$49,475	\$57,674	\$66,586	\$76,235
24	\$54,778	\$64,026	\$73,983	\$84,687