

AGREEMENT

BETWEEN

BOROUGH OF SEASIDE HEIGHTS

(A MUNICIPAL CORPORATION OF THE STATE OF NEW JERSEY)

AND

TEAMSTERS LOCAL UNION NO. 469

JANUARY 1, 2016 THROUGH DECEMBER 31, 2019

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PREAMBLE

THIS AGREEMENT made this _____ day of April, 2018, by and between the Borough of Seaside Heights, a Municipal Corporation of the State of New Jersey, in the County of Ocean, State of New Jersey (hereinafter referred to as the "Borough") and Teamsters Local Union No. 469, representing the clerical employees and the telecommunications operators, (hereinafter referred to as the 'Union').

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Borough and its employees and to establish a basic understanding relative to rates of pay, hours of work and other terms and conditions of employment consistent with the law;

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained the parties hereto agree with each other, with respect to the employees of the Borough, recognized as being represented by Teamsters Local No. 469, as follows.

ARTICLE I – RECOGNITION

- A. The Borough recognizes Local 469 as the exclusive representative of all permanent and provisional employees whose titles are covered by the bargaining unit as hereinafter defined for the purposes of collective bargaining and all other activities relative thereto pursuant to the New Jersey Public Employer- Employees Relations Act and other applicable law:

Keyboarding Clerk 1	Clerk 1	Cashier
Keyboarding Clerk 2	Clerk 2	Senior Cashier
Keyboarding Clerk 3	Clerk 3	Principal Cashier
Keyboarding Clerk 4	Clerk 4	Supervising Cashier

Court Clerk
Senior Court Clerk

Technical Assistant to the Construction Official

Public Safety Telecommunicator Trainee
Public Safety Telecommunicator
Senior Public Safety Telecommunicator
Supervising Public Safety Telecommunicator

- B. All other Borough employees in titles not set forth above in paragraph A of this Article, including, but not limited to, confidential employees and seasonal/temporary employees, are expressly excluded from the bargaining unit.
- C. The parties hereby acknowledge the passage of Assembly Bill No. 688, now known as P.L. 1979, Chapter 477, an Act which amends and supplements the "New Jersey Employer-Employee Relations Act" which has established an agency shop in the public sector. Said Act authorized a representation fee in lieu of dues from non-members of the unit to be applied toward non-member services and benefits as a result of union representation.

It is agreed between the parties that by payroll deduction, Local 469 will be forwarded eighty-five percent (85%) of the regular membership dues, fees, initiation fee and assessment.

The Union and Borough acknowledge that they will comply with the terms and provisions of the Act in its entirety.

The Union hereby acknowledges that the amount of the representation fee and its intended use is subject to Section 2C of the Act.

The Union further acknowledges and states that any employee who pays the representation fee in lieu of dues shall have direct access to the Union Business Agent. If and when any questions arise as to the actual use by the Union of the representation fee, said employee has the right to obtain review of the representation fee and if, in fact, any part of the representation fee is used for purposes prohibited by the Act, the Union will return a pro rata share of the representation fee to said employee.

If after a review is made as aforementioned and the employee is unsatisfied with the results thereof, said employee has the right to appeal to the Board appointed by the Governor to hear such appeals as set forth in Section 3 of the Act.

The Borough and the Union further acknowledge that this Article is subject to any rules and regulations promulgated by the Commission to effect the purposes of the Act.

ARTICLE II -- DURATION OF AGREEMENT

This agreement shall be in full force and effect from January 1, 2016, through and including December 31, 2019.

ARTICLE III - NEGOTIATIONS OF A SUCCESSOR AGREEMENT

The parties to this agreement, namely the Borough and the Union, agree to renegotiate and bargain collectively concerning all terms and working conditions prior to the termination of this contract and in accord with the Public Employment Relations Commission's rules concerning negotiations by a public employer and public employees.

ARTICLE IV – MANAGEMENT RIGHTS

- A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authorities and duties and responsibilities conferred upon it and vested in it by the laws and the Constitution of the State of New Jersey and the United States of America, except as may be specifically modified by this agreement.

The Borough further retains the following basic rights:

1. Exclusive authority to maintain the operational effectiveness of its exclusive administrative control functions over its properties, facilities and activities of its employees.
2. The right to hire all employees and subject them to the provisions of the law, to determine their qualifications and conditions for continued employment or assignment and to promote, dismiss, discipline with just cause and evaluate employees.
3. The exercise of the foregoing powers, rights, authorities, duties and responsibilities of the Borough and the adoption of policies, rules and regulations and practice in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited to the extent that such management rights are in conformance with the Constitution and Laws of the State of New Jersey and the United States of America.

ARTICLE V – GRIEVANCE PROCEDURE

- A. A grievance within the meaning of this Agreement shall be any controversy or dispute arising between the parties relating to any matter of terms and conditions of employment hereto.
- B. An aggrieved employee shall present his/her grievance in writing within ten (10) working days of knowledge of its occurrence, or such grievance shall be deemed waived.
- C. In the event that the Union, Shop Steward and/or an employee individually intends to file a grievance the following procedures shall be followed:

STEP 1. The Employee and the Shop Steward, or the employee individually, but in the presence of the Shop Steward, shall take up the grievance with the department head as is applicable who shall answer the grievance in writing within five (5) working days.

STEP 2. If the grievant and/or the Shop Steward is not satisfied with the result of Step 1, then, within five (5) working days, the grievant or the Shop Steward must deliver the grievance in writing to the Borough Administrator who shall have five (5) working days in which to arrange a meeting between himself/herself, the grievant and the Shop Steward or the grievant individually in the presence of the Shop Steward. The written decision of the Borough Administrator shall be issued within five (5) working days of the meeting.

STEP 3. If the employee and/or the Union is not satisfied with the results of Step 2, and if the grievance applies only to the specific terms of this locally negotiated, written Agreement, then the Union may bring the grievance to the New Jersey Public Employment Relations Commission to be resolved according to its rules and regulations.

STEP 4. The arbitrator appointed by the New Jersey Public Employment Relations Commission shall have no authority to add to, subtract from, modify, change, or revise this locally negotiated, written Agreement, in any manner.

STEP 5. It shall be the intention of the parties to settle all differences between the Employer and the Union through the grievance procedures of this

Agreement. Therefore, the Employer agrees it will not lock out its employees, and the Union agrees that they will not strike, slow down or cause a slowdown, or engage in any work stoppage or other job action during the term of this Agreement.

ARTICLE VI – SALARIES AND OTHER COMPENSATION

A. SALARIES

1. Starting salaries:

- a. The minimum starting salary for Clerk 1 is \$14.43/hr (\$30,000/yr). Effective the first day of the employee's second year of employment, the employee shall receive a salary increase, in lieu of the increase set forth in section A(2) below, equal to \$0.96/hr (\$2,000/yr).
- b. The minimum starting salary for Cashier is \$14.43/hr (\$30,000/yr). Effective the first day of the employee's second year of employment, the employee shall receive a salary increase, in lieu of the increase set forth in section A(2) below, equal to \$0.96/hr (\$2,000/yr).
- c. The minimum starting salary for Keyboarding Clerk 1 is \$15.39/hr (\$32,000/yr). Effective the first day of the employee's second year of employment, the employee shall receive a salary increase, in lieu of the increase set forth in section A(2) below, equal to \$0.96/hr (\$2,000/yr).
- d. The minimum starting salary for a Court Clerk who does not hold a Municipal Court Administrator certification is \$15.39/hr (\$32,000/yr). The minimum starting salary for a Court Clerk who holds a Municipal Court Administrator Certification is \$16.83/hr (\$35,000/yr). Effective the first day of the employee's second year of employment, the employee shall receive a salary increase, in lieu of the increase set forth in section A(2) below, equal to \$0.96/hr (\$2,000/yr).
- e. The minimum starting salary for a Public Safety Telecommunicator Trainee who does not hold a valid certificate is \$14.43/hr (\$30,000/yr). The minimum starting salary for a Public Safety Telecommunicator Trainee who holds a valid certificate is \$15.39/hr (\$32,000/yr). Effective the first day of the employee's second and third years of employment, the employee shall receive a salary increase, in lieu of the increase set forth in section A(2) below, equal to \$0.96/hr (\$2,000/yr).
- f. The minimum starting salary for a Technical Assistant to the Construction Official is \$18.02/hr (\$37,500/yr).

2. Annual salary increases for all members of the bargaining unit:

January 1, 2016: 2.0%
January 1, 2017: 2.0%
January 1, 2018: 2.0%
January 1, 2019: 2.0 %

Technical Assistant to the Construction Official (in lieu of above increases):

January 1, 2016: \$18.02/hr (\$37,500/yr)
January 1, 2017: \$19.84/hr (\$41,250/yr)
January 1, 2018: \$21.64/hr (\$45,000/yr)
January 1, 2019: 2%

3. Promotions - Employees who are advanced by the Borough to one of the promotional titles set forth in Article I (for example, Keyboarding Clerk 1 to Keyboarding Clerk 2 or Public Safety Telecommunicator to Senior Public Safety Telecommunicator) shall receive a \$500 increase in base pay.

4. Part-time employees:

a. Permanent part-time employees shall be compensated for actual hours of employment based on the starting hourly rates set forth above in section A(1) and shall receive the increases contained in section A(2) when applicable. A permanent part-time employee is an employee who, on average, works less than 30 hours per week.

b. Effective January 1, 2007, the "permanent part-time" appointment date of any employee hired on or after January 1, 1994, shall be the employee's permanent appointment date for purposes of salary.

B. **IMPACT PAY** - Effective January 1, 2015, all members of this bargaining unit shall be eligible for and receive impact pay. Said impact pay will continue to be in the amount of \$250.00 payable by October 1st of each year.

C. **CLOTHING/CLEANING ALLOWANCE**

1. Public Safety Telecommunicators who are required to wear a uniform shall receive a clothing/cleaning allowance of \$700 per year effective January 1, 2016. The clothing/cleaning allowance shall be paid no later than the first pay of November each year.
2. Uniforms: Newly hired Public Safety Telecommunicator Trainees or Public Safety Telecommunicators shall receive a one-time uniform allowance of \$400 subject to submission of receipt(s) to the Chief of Police.

D. **SHIFT DIFFERENTIAL** – The dispatchers receive differential pay of \$750.00 per year. The dispatcher who is on the "midnight" shift five days per week receives \$750.00, and the dispatcher who is on the "midnight" shift the other two nights per week receives \$300.00. As with the P.B.A., if their shifts change during the year, the amount is prorated.

E. **PAID LUNCHES** – Secretaries and dispatchers shall receive a one-hour paid lunch per work day. In the event that a dispatcher works through lunch, he/she shall be paid at the rate of time and one-half in overtime or compensatory time at the employee's discretion. The dispatcher must note "worked through lunch break" on their time card.

F. **OVERTIME COMPENSATION AND COMPENSATORY TIME** – Payment of overtime and compensatory time shall be at one and one-half in accordance with Federal Law.

G. **MINIMUM CALL-IN PAY** - Members of this bargaining unit who are called into work outside of their normal work schedule on an emergency basis shall receive a minimum two (2) hours pay.

H. **EDUCATION INCENTIVE** - During the term of this Agreement only, the Borough will incentivize the successful completion of work-related course work and seminars as follows:

1. Employee will be eligible for an increase to the employee's base pay upon successful completion of Word 1, Word 2 and Word 3 - \$35 per course.

2. Employee will be eligible for an increase to the employee's base pay upon successful completion of Basic Excel, Intermediate Excel, and Advanced Excel - \$50 per course.
3. Employee will be eligible for an increase to the employee's base pay upon successful completion of Basic Customer Service - \$25 per course.
4. The Borough Administrator will select courses and seminars that are offered by Ocean County College and/or other educational institutions. The Borough will pay for said courses and seminars, and employees will be permitted to take time off from work with pay to attend the courses and seminars. The Union acknowledges, however, that if any employee chooses to attend courses and seminars offered in the evening or on the weekends, the employee will not be entitled to any additional compensation or time off.

ARTICLE VII – VACATION LEAVE

- A. As of January 1, 2007, the employee's vacation accrual schedule shall be as follows:

Each employee shall be entitled to vacation with pay at their regular rate of pay as follows:

1. Up to one (1) year of service = One (1) working day vacation for each month of service
 2. After one (1) year of service = twelve (12) working days vacation
 3. After two (2) years of service through five (5) years of service = Fifteen (15) working days vacation
 4. After six (6) years of service through twelve (12) years of service = eighteen (18) working days vacation
 5. After thirteen (13) years of service = twenty (20) working days vacation
- B. Effective January 1, 1995, part-time employees shall receive one (1) day per month vacation time for each month of service, which shall be reduced on a pro-rated basis according to the actual number of hours worked.
- C. The employee's ability to carry vacation time into the following year or sell vacation time back to the Borough will continue to be done on a case-by-case basis.

ARTICLE VIII – HOLIDAYS

A. The following days are recognized as paid holidays for secretaries. Part-time permanent secretaries are paid only for the hours they would normally work on that day of the week. Dispatchers will receive "Holiday Pay" for these days at their daily rate of pay, to be paid the first pay date in November.

New Year's Day	Lincoln's Birthday	President's Day
Good Friday	Memorial Day	July 4 th
Labor Day	Columbus Day	Martin Luther King Day
Veterans Day	Thanksgiving Day	Day after Thanksgiving
½ day Christmas Eve	Christmas Eve	½ day New Year's Eve

B. Effective January 1, 2020, Public Safety Telecommunicators shall receive comp time of one hour straight time for each hour worked on the holidays designated above.

ARTICLE IX – TEMPORARY LEAVES OF ABSENCE

As of the beginning of this contract, employees shall be entitled to the following temporary, non-accumulative leaves of absence with full pay each year:

1. **PERSONAL** – Four (4) days leave of absence for personal, religious, legal business, household or family matters which require absence during working hours upon application to the employee's supervisor for personal leave shall be made at least two (2) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that they are taking it under this section.
2. **BEREAVEMENT** – Employees shall be entitled to three (3) paid days in the event of the death of a parent, spouse, child (including step-children and adopted children) parent-in-law, brother, sister, step-brother, step-sister, grandparents, step-grandparents, grandchildren, step grandchildren, and any family member living with the employee. There shall be one paid day for aunts and uncles.
3. **GOOD CAUSE** – Other leaves with pay may be granted by the Borough for good reason.
4. **STATE OR NATIONAL CONVENTIONS** – The Borough agrees that the Shop Steward or the assistant Shop Steward may be granted a paid leave once per year to attend a Union convention.

ARTICLE X – SICK LEAVE

1. Sick leave is hereby defined to mean an absence from work by an employee due to illness, accident, exposure to contagious disease or absence due to a member of the employee's immediate family being seriously ill or injured and requiring the care and attendance of such employee.
2. All employees covered by this Agreement shall be granted fifteen (15) working days sick leave with pay each calendar year for non-duty connected injuries and illnesses.

Effective January 1, 1995, part-time permanent employees shall receive sick leave on a pro-rated basis according to the actual number of hours worked.
3. Sick leave not taken shall accumulate from year to year and such employee covered under this Agreement shall be entitled to such accumulated sick leave if and when needed.
4. Compensation of accumulated sick time upon retirement or separation shall be:

<u>Under ten (10) years of service:</u>	<i>25% of accumulated leave</i>
<u>From ten (10) to fifteen (15) years of service:</u>	<i>75% of accumulated leave</i>
<u>After fifteen (15) years of service:</u>	<i>100% of accumulated leave</i>
5. Employees hired between November 14, 2014 and December 31, 2017 shall have their eligibility for compensation for accumulated unused sick leave described in paragraph 4 above capped at \$10,000 upon retirement or separation. All other conditions and requirements of paragraph 4 shall apply to employees hired between November 14, 2014 and December 31, 2017.
6. Employees hired on and after January 1, 2018, shall not be entitled to any compensation for accumulated sick leave at the time of separation, including, but not limited, to separation caused by resignation, retirement, or termination.

ARTICLE XI – UNION RIGHTS

1. GRIEVANCE COMMITTEE – The Union shall have a Grievance Committee and said committee shall not conduct Union business during working hours.
2. DISCRIMINATION – Neither the Borough nor the Union shall discriminate against any employee because of race, color, creed, sex, national origin, handicap, or disability, or political affiliation.
3. SHOP STEWARDS - The employer recognizes the right of the Union to appoint Shop Stewards. Shop Stewards shall be permitted to investigate, present and process grievances, transmit messages and information to management and or covered employees, the collection of dues and or signing up covered employees for membership, participation in the collective bargaining process, meet with local union representative (s) and other duties as Shop Stewards without loss of time or pay. Such reasonable time spent in performing these duties shall be considered working hours in computing daily and/or weekly overtime.

ARTICLE XII – EMPLOYEE RIGHTS AND PRIVILEGES

1. Nothing contained herein shall be construed to deny or restrict to any employee such rights as are made by the New Jersey Department of Personnel statutes (Title 11A) or other applicable State laws or regulations. The rights granted to employees hereunder shall be deemed in addition to those mandated by law.
2. Whenever an employee is required to appear before the Borough Clerk, Borough Administrator, Borough Council, or any committee or membership thereof concerning any matter which could adversely affect the continuation of that employee in said position, employment, or salary or any increments pertaining thereto, then they shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Union present to advise them and represent them during such meetings or interview.
3. No employee shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. Any such action by the Borough or any agent or representative thereof: shall not, if possible, be made public; shall bear a reasonable relationship to the offense charged; and shall be subject to the grievance procedure set forth herein.

ARTICLE XIII – HEALTH BENEFITS

- A. The Borough shall continue to provide the major medical/hospitalization, prescription drug, and dental benefits that are in effect at the time this Agreement is ratified. Full-time employees covered by this Agreement shall be eligible for Employee ("Single"), Employee and Spouse/Partner, Employee and Child, or Family coverage in accordance with the employee's circumstance and subject to the terms and conditions of the existing plans.
- B. The Borough will pay up to one hundred (\$150) dollars per year as an allowance toward an employee's eye examination and/or prescription eyeglasses based on submission of a receipt(s) and approval by the Chief Financial Officer.
- C. The Borough retains the right to change carriers and/or plans and/or to self-insure so long as equal to or better benefits are provided. The PPO Program and Prescription Drug Benefit Programs provided by the NJ State Health Benefits Program together with the Delta Dental Premier Program shall provide the standard of benefits for purposes of determining "equal to or better benefits."
- D. Employees shall be responsible for the health benefits premium contributions as determined by the Chapter 78 percentage of premium charts, which shall be paid through payroll deductions. The percentage of premium charts shall apply to all parts of the Borough's health benefits program including, but not limited to, major medical, hospitalization, prescription drugs, and dental benefits.
- Year 2 – Commencing January 1, 2016
Year 3 – Commencing January 1, 2017
Year 4 – Commencing January 1, 2018 and continuing until such time as the percentage of premium contributions may change through future collective bargaining.
- E. Benefits upon retirement. The Borough will assume the cost of health benefits coverage and pay all premiums for employees who have retired after twenty-five (25) years or more of service credit in the State of New Jersey Public Employees Retirement System (PERS) and a period of service of 25 years with the Borough of Seaside Heights at the time of retirement.
- F. Retirees shall be entitled to the health benefits provided to active employees subject to the rules and plan design of the NJ State Health Benefits Program.

- G. Employees hired on or after November 25, 2014, shall only be eligible for Employee ("Single") coverage upon retirement.

ARTICLE XIV – SHIFTS

- A. Police/Dispatch Shifts: The regular shifts for Police Communications/Dispatch will be as follows:
- 7:00 AM – 3:00 PM
 - 3:00 PM – 11:00 PM
 - 11:00 PM – 7:00 AM
- B. Police Records Department shall work a shift of 8:00 AM to 4:00 PM
- C. Borough Hall/Court employees will work a shift of 8:30 AM to 4:30 PM, Monday through Friday.
- D. NOTE: The above schedules set forth in paragraphs A., B., and C. may be changed by the employer, upon notice to the Union. However, there shall be no short term change of the shifts to avoid payment of overtime. For purposes of this article, "short term" changes shall mean any change of in regular schedule of less than fourteen (14) calendar days. Long-term or permanent change in shifts shall be subject to bid by interested employees. Long-term changes are changes to the schedule which will be in place for more than fourteen calendar days.

ARTICLE XV - EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this _____ day of April, 2018.

BOROUGH OF SEASIDE HEIGHTS

Anthony E. Vaz
ANTHONY E. VAZ, MAYOR (date)

WITNESS & ATTEST
[Signature]
Municipal Clerk

TEAMSTERS LOCAL UNION NO. 469

[Signature]
FRED POTTER, PRESIDENT

Mary Kaini
Witness