

**AGREEMENT**

**BETWEEN**

**BOROUGH OF SEASIDE HEIGHTS**

**(A MUNICIPAL CORPORATION OF THE STATE OF NEW JERSEY)**

**AND**

**TEAMSTERS LOCAL UNION NO. 469**

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**JANUARY 1, 2013 THROUGH DECEMBER 31, 2015**

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**PREPARED BY:**  
**CITTA, HOLZAPFEL & ZABARSKY**  
**248 Washington Street**  
**Toms River, New Jersey 08754**  
**732-349-1600**

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PREAMBLE

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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

The Borough recognizes Teamsters Local Union No. 469 as the exclusive representative of all employees in the negotiating unit as hereinafter defined for the purposes of collective bargaining and all other activities relative thereto pursuant to the Public Employer Employees Relations Act of the State of New Jersey and other applicable law.

The bargaining unit shall consist of permanent and provision clerk-typists and clerks (hereinafter referred to as "Secretaries") and Public Safety Communicators (hereinafter referred to as "Dispatchers") employed by the Borough of Seaside Heights.

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 provision 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 representative fee and if, in fact, any part of the representative fee is used for purposes prohibited by the Act, the Union will return a pro rata share of the representative 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, 2013, through and including December 31, 2015.

### 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 Employer Employee Relations Commission rules concerning negotiation 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 main the operational effectiveness of its exclusive administrative control functions overs 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. The starting and after one year minimum salaries for Clerks and Clerk Typists is \$23,000.00 and \$25,000.00, respectively.
2. The starting salary, after one year, after two years, and after three years minimum salaries for Public Safety Telecommunicators and Court Clerks is \$25,000.00, \$27,000.00, \$29,000.00 and \$34,000.00 respectively.
3. INCREASES - There shall be an increase in the salaries of all employees covered by this agreement in accordance with the following schedule:
  1. Effective and retroactive to January 1, 2013, all members of the bargaining unit shall receive an increase of 2.0% or \$1,250.00, whichever is greater
  2. Effective and retroactive to January 1, 2014, all members of the bargaining unit shall receive an increase of 2.0% or \$1,250.00, whichever is greater
  3. Effective and retroactive to January 1, 2015, all members of the bargaining unit shall receive an increase of 2.0% or \$1,250.00, whichever is greater.
4. A permanent part-time secretary or dispatcher shall be paid their annual salary, pro-rated to their actual hours of employment. Effective January 1, 2007, the permanent part-time appointment date of any secretary or dispatcher hired after January 1, 1994 becomes their permanent appointment date for purposes of salary.

B. IMPACT PAY

1. For the added duties associated with their jobs, each dispatcher, court clerk and record department clerks shall receive an annual "impact pay" allowance of \$250.00 payable by October 1<sup>st</sup> of each year.
2. 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 1<sup>st</sup> of each year. *Note: Subsection B.1. of this Article (VI) is not enforceable as of January 1, 2015, as it is superseded by this subsection.*

C. CLOTHING/CLEANING ALLOWANCE – Secretaries assigned to the Police Department who are required to wear a uniform shall receive a cleaning allowance of \$650.00 per year. Dispatchers shall receive a clothing/cleaning allowance of \$650.00 per year. The allowance shall be paid with the first pay in November of each year.

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.

## 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

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 <sup>th</sup>
Labor Day	Columbus Day	Election Day
Veterans Day	Thanksgiving Day	Day after Thanksgiving
½ day Christmas Eve	Christmas Eve	½ day New Year's Eve

## 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, brother-in-law and sister-in-law.
  
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. The Borough will grant, in accordance with the provisions of N.J.S.A. 40A:1 et seq., sick leave with pay for non-duty connected injuries and illness to all employees covered under this Agreement.
  
5. 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>
  
6. Employees hired on or after November 25, 2014, shall have their eligibility for compensation for accumulated unused sick leave described in paragraph 5. above capped at \$10,000.00 upon retirement. All other conditions and requirements of paragraph 5. shall apply to those hired on or after November 14, 2014.

## 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.

## 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 full family health benefits coverage for full-time Secretaries and Dispatchers presently in effect at the time of this Agreement consistent with other employees, including the same eyeglass plan as the P.B.A. and D. P.W. which includes a new annual cap of \$150.00 for eye examinations and/or hardware.
  
- B. Employees are subject to payroll deductions of 1.5% of each employee's base salary to cover the cost of health insurance in accordance with State Law.
  
- C. The Borough shall also provide health benefits to retired employees who have twenty-five (25) or more years' service with the Borough as the Borough provides to current employees.
  - 1. Employees hired on or after November 25, 2014, shall only be eligible for single only coverage upon retirement.

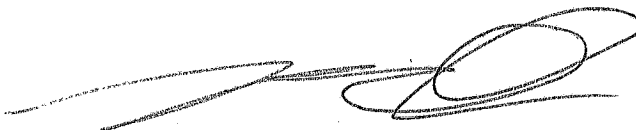
## ARTICLE XIV – SHIFTS

- A. Police/Dispatch Shifts: The regular shifts for Police Communications/Dispatch will be as follows:
- 7:00A.M. – 3:00P.M.  
3:00P.M. – 11:00P.M.  
11:00P.M. – 7:00A.M.
- B. Police Records Department shall work a shift of 8:00A.M. to 4:00P.M.
- C. Borough Hall/Court employees will work a shift of 8:30A.M. to 4:30P.M., 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 22<sup>nd</sup> day of January, 2015.

BOROUGH OF SEASIDE HEIGHTS



\_\_\_\_\_  
WILLIAM AKERS, MAYOR (date)

WITNESS & ATTEST



\_\_\_\_\_  
Municipal Clerk

TEAMSTERS LOCAL UNION NO. 469



\_\_\_\_\_  
FRED POTTER, PRESIDENT

\_\_\_\_\_  
Witness