

**RESOLUTION No. 155 - 2023  
SEA GIRT BOROUGH**

**RESOLUTION TO AUTHORIZE MAYOR FETZER TO EXECUTE FINAL MEMORANDUM  
OF AGREEMENT (MOA) BETWEEN THE BOROUGH OF SEA GIRT AND TEAMSTERS  
LOCAL 97**

**UPON MOTION** of Councilwoman Richman seconded by Councilman Perry, carried, that the following Resolution be and the same is hereby adopted:

**WHEREAS**, the Borough of Sea Girt (hereinafter referred to as “Borough”) is a public employer within the meaning of the New Jersey statutes; and,

**WHEREAS**, Teamsters Local 97 (hereinafter referred to as “Union”) is a duly recognized labor organization under the Public Employment Relations Act; and,

**WHEREAS**, the Borough and the Union are parties to a collective bargaining agreement which expired December 31, 2022; and,

**WHEREAS**; the Borough and Union have engaged in good faith collective bargaining and have amicably reached an agreement on October 25, 2023 for the period January 1, 2023 through December 31, 2027, inclusive. Said final Agreement is effective retroactively to January 1, 2023.

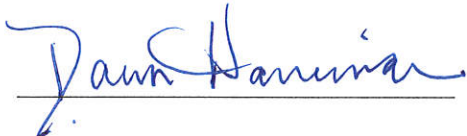
**NOW, THEREFORE, BE IT RESOLVED** that the Borough hereby ratifies the Agreement (on file) and authorizes the Mayor and Clerk to execute the same.

**Recorded Vote:**

	AYES	NAYS	ABSENT	ABSTAIN
Council President Anthony	X			
Councilman Clemmensen	X			
Councilman Downey	X			
Councilman Perry	X			
Councilwoman Richman	X			
Councilman Zakin	X			

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I, Dawn Harriman, Clerk of the Borough of Sea Girt, do hereby *certify* that the foregoing is a true and exact copy of the Resolution adopted by the Borough of Sea Girt Borough Council on the 8<sup>th</sup> day of November, 2023.

  
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## MEMORANDUM OF AGREEMENT

This Agreement represents the complete and final understanding on all negotiable issues between the Borough of Sea Girt (hereinafter "Borough") and Teamsters Local 97 (hereinafter "TEAMSTERS") for the five-year period commencing January 1, 2023 through December 31, 2027.

1. Article VII – Vacations, Section A. Remove Schedule for employees hired prior to 01/01/2000. Section A is amended to read as follows: All employees shall accumulate vacation allotment at the rate of .83 days per month during the first year of service and receive the following allotment upon the completion of one year and one day of service to the Borough:

- i. One year and one day through completion of five (5) years 2 weeks.
- ii. Five (5) years and one day through completion of ten (10) years 3 weeks
- iii. Ten (10) years and one day through completion of twenty-five (25) years 4 weeks
- iv. Twenty-five (25) years and one day 5 weeks

2. Article VII – Vacations, Section B is amended to read as follows: All vacation time shall be used in the current year. The employee may carry over five (5) days' vacation with written approval of the Borough Administrator.

3. Article VII – Vacations, Section G is amended to read as follows: Vacations shall be scheduled as to obviate the need for temporary increases in personnel. Schedules shall be subject to any adjustments necessary for the best interest of the Department. No changes in vacation schedules shall be permitted by the employees, except by permission of the head of the Department or the Borough Administrator. All requested shall be submitted in writing not less than four (4) weeks in advance of the commencement date of the vacation or as soon as practicably possible for scheduling purposes and approved by the DPW Manager or Administrator.

4. Article VIII – Sick Leave, Section B, is amended to read as follows: Employees hired prior to 01/01/2000 shall receive twelve (12) sick days per year. Employees hired after 01/01/2000 shall receive the following sick days per year:

- i. Zero (0) Years – Completion of seven (7) years                      8 sick days
- ii. Eight (8<sup>th</sup>) Year – Completion of fifteen (15) years                      10 sick days
- iii. Sixteen (16<sup>th</sup>) Years of service and beyond                      12 sick days

5. Article VIII – Sick Leave, Section J, is amended to read as follows: Sick leave shall be allowed for such things covered by the New Jersey Earned Sick Leave law.

6. Article VIII – Sick Leave, Add New Section M: Sick leave shall only be paid out to employees upon a bona fide NJ PERS retirement in accordance with applicable state laws, employees who resign are not eligible for sick leave pay.

7. Article IX - Insurance, Section D, is amended to read as follows: The Borough shall deduct medical insurance contributions from employees based on 22% of premium for employees at Step 11 or above and senior employees off guide. Medical insurance contributions shall be deducted on a slide scale as follows for employees on guide pursuant to Chapter 78, P.L. 2011:

- i. Step 1/Step 2                      12% of premium
- ii. Step 3-5                      13% of premium
- iii. Step 6                      14% of premium
- iv. Step 7                      15% of premium
- v. Step 8                      17% of premium
- vi. Step 9                      18% of premium
- vii. Step 10                      19% of premium
- viii. Step 11                      22% of premium

8. Article XI - Holidays, Section A, is amended to read as follows: All employees called into work shall receive pay at time and one half rate for all time in excess of the assigned hours with a minimum pay of four (4) hours commencing from the time entered as start of work. This rate is in addition to Holiday pay treatment. (This would equate to 2.5 times the hourly rate for all hours worked)

- 1. New Year's Day

- 2. Martin Luther King Jr. Day
- 3. Washington's Birthday
- 4. Good Friday
- 5. Memorial Day
- 6. Independence Day
- 7. Labor Day
- 8. Columbus Day
- 9. Veteran's Day
- 10. Thanksgiving Day
- 11. Day After Thanksgiving
- 12. Christmas Day

Beginning January 2024, Employees will receive two (2) Floating Holidays in observance of Lincoln's Birthday and Juneteenth. One (1) Floating Holiday is prohibited from being used in the months of, April, May or June.

9. Article XI - Holidays, Section B – remove.

10. Article XXII – Wages and Clothing, Section A.2, amend with the following

a. Hourly rates are set forth in the following salary guide:

Step	2023	2024	2025	2026	2027
1	\$ 21.03	\$ 21.03	\$ 22.03	\$ 22.03	\$ 23.03
2	\$ 22.03	\$ 22.03	\$ 23.03	\$ 23.03	\$ 24.03
3	\$ 23.03	\$ 23.03	\$ 24.03	\$ 24.03	\$ 25.04
4	\$ 24.03	\$ 24.03	\$ 25.04	\$ 25.04	\$ 26.04
5	\$ 25.03	\$ 25.03	\$ 26.04	\$ 26.04	\$ 27.04
6	\$ 26.03	\$ 26.03	\$ 27.05	\$ 27.05	\$ 28.04
7	\$ 27.03	\$ 27.03	\$ 28.05	\$ 28.05	\$ 29.16
8	\$ 28.25	\$ 28.25	\$ 29.31	\$ 29.31	\$ 30.47
9	\$ 29.26	\$ 29.26	\$ 30.31	\$ 30.31	\$ 31.87
10	\$ 30.25	\$ 30.25	\$ 31.31	\$ 31.31	\$ 33.14
11	\$ 31.46	\$ 31.46	\$ 32.56	\$ 32.56	\$ 35.38
12	\$ 32.72	\$ 32.72	\$ 34.80	\$ 34.80	
13	\$ 33.86	\$ 33.86			

11. Article XXII – Wages and Clothing, Section A.3 Mechanic Salary Guide. Remove and replace with the following: Mechanics will receive a \$3.00 p/hr differential on step in guide.

12. Article XXII – Wages and Clothing, Section A.4 to be amended as follows: All Senior Employees (those off-guide) shall receive a 3% increase in each year of the contract.

13. Article XXII – Wages and Clothing, Section B. Amend payment for clothing allowance to \$1,000.00.

14. Article XXII – Wages and Clothing, Section C, replace with the following: The Borough retains the right to give a new employee additional salary guide credit to reflect other work experience.

15. Article XXII – Wages and Clothing, Add New Section F: The following certifications are eligible for a \$1,300 yearly stipend, the number of eligible employees is indicated next to each certification.

Management retains the right to determine certification eligibility.

- a. CDL Class A (Open to All employees)
- b. Pesticide/Herbicide
  - i. Category 3A/3B (3)
  - ii. Category 2 Forest (1)
  - iii. Category 6B Right of Way (1)
- c. CDL Trainer (1)
- d. Water License (2)
- e. Treatment License (2)
- f. Collection License (2)
- g. AWS Welding Certification (1)
- h. Recycling Coordinator (1)
- i. CPWM (1)
- j. ASE A & T Series (1)

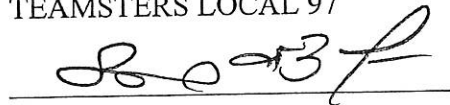
BOROUGH OF SEA GIRT



Mayor Don Fetzer

Dated: 11.8.2023

TEAMSTERS LOCAL 97



George Burr Jr. Business Agent

Dated: 11.9.2023