

SIDE LETTER OF AGREEMENT
PROMOTIONS

This side letter of agreement is entered into on this 24 day of April, 2023 by and between the Township of Berkeley Heights ("Township") and the Teamsters Local Union 469 ("Union") (collectively the "Parties").

WHEREAS, the Parties have met and discussed regarding the promotion of various negotiations unit members within the Township's Department of Public Works ("DPW"); and

WHEREAS, the Parties have reached an agreement regarding the terms and conditions of employment concerning the individuals being promoted; and

NOW, THEREFORE, in consideration for the mutual promises set forth herein, and intending to be bound, the Parties hereby agree as follows:

1. The following negotiations unit members shall be promoted to the positions listed below on or about 6/1/23, as follows:

Brian Pozniak - Recreation Division Foreman
Don Cochario - Assistant General Foreman
Vincent Mazza - Vehicle Maintenance Division Foreman
Kevin Dreitlein - Roads Division Foreman

2. The Parties agree to waive for these positions only, the posting requirements set forth in Article IX of the parties' 2019-2023 Collective Bargaining Agreement ("CBA").
3. The Parties agree to modify Schedule B of the CBA to reflect the promotions set forth in Paragraph 1 above.
4. Schedule A of the CBA shall be amended to modify the following language:

No employee shall hold multiple titles at any time, except the Assistant General Foreman. The Assistant General Foreman may hold two (2) titles – "Assistant General Foreman" and "foreman" of any of the four department divisions – Roads, Recreation, Buildings & Grounds, and Mechanics. The Assistant General Foreman shall be paid in the pay range set forth in Schedule B for this title.

5. Anthony Padovano's title shall be changed from Assistant General Foreman/Roads Division Foreman to Assistant General Foreman, and his annual compensation shall be increased by \$2,500 in exchange for him taking responsibility for safety and confined space requirements and duties. In connection with this salary increase, Mr. Padovano's job duties will be expanded to include:

- Maintaining & updating all chemicals/materials used in/at the DPW facility in the State Mandated "Right to Know" log as required.
- Establish & maintain a "Right to Know" archives log containing information on chemicals/materials no longer in use at the DPW facility.
- Establish & maintain a written plans list consisting of all emergency plans, routes, maps, & fire evacuations of the DPW facility.
- Establish & maintain all procedures for any DPW confined space entry. Including but not limited to maintaining & updating equipment & training personnel.
- Establish & maintain required monthly fire extinguisher service logs at the DPW facility

6. Article XV of the CBA shall be amended to provide the following language, effective

4/24/23 :

Mason - \$1,000

Tree Worker - \$1,000

Operator - \$1,500

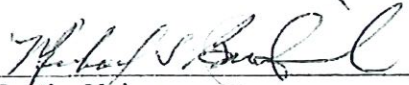
Tanker Endorsement - \$500

Boat License - \$500

CDL Class A License - \$1,000

ASE (Mechanic) - \$1,000 for the initial certification, and \$500 for any additional certifications

Safety/Confined Space Personnel - \$2,500


For the Union
Dated:


For the Township
Dated:

Agenda Item No.: 7

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

**RESOLUTION AUTHORIZING A SIDEBAR AGREEMENT WITH THE
UNITED PUBLIC SERVICE EMPLOYEES UNION**

WHEREAS, the Township of Berkeley Heights ("Township") entered into a Collective Bargaining Agreement with the United Public Service Employees Union for the term of January 1, 2019 through December 31, 2023; and

WHEREAS, it has been determined that a sidebar agreement is appropriate to address black seal operator requirements; and

WHEREAS, it is in the interests of the Township to have additional agreed-upon requirements addressed by a sidebar agreement to the Collective Bargaining Agreement; and

WHEREAS, the sidebar agreement, a copy of which is attached hereto, has been negotiated between the parties and recommended for Township Council approval.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, that the Township Administrator is hereby authorized to execute the sidebar agreement referenced herein.

APPROVED this 27th day of June 2023.

ATTEST:

Ana Minkoff
Township Clerk

201-2023

Agenda Item No.: 2

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

RESOLUTION

WHEREAS, the Township of Berkeley Heights ("Township") entered into a labor agreement with Teamsters Local Union 469 Department of Public Works titled "Agreement Between the Township of Berkeley Heights and Teamsters Local Union 469 Department of Public Works, January 1, 2019-December 31, 2023"; and

WHEREAS, it has been determined that a side letter agreement is appropriate to address the requirements surrounding commercial driver's license (CDL); and

WHEREAS, the "Side Letter of Agreement – CDL Licensure", a copy of which is attached hereto, has been reviewed by Labor Counsel and recommended to the Administration and Council; and

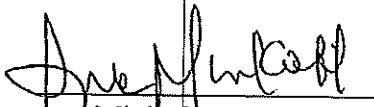
WHEREAS, it is in the interests of the Township to have these CDL requirements addressed by side letter agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, that the Township Administrator is hereby authorized to execute the side letter agreement referenced herein; and

BE IT FURTHER RESOLVED that this Resolution shall take effect pursuant to law.

APPROVED this 18th day of July, 2023.

ATTEST:


Ana Minkoff
Township Clerk

ROLL CALL	AYE	NAY	ABSTAIN	ABSENT
COUTO	✓			☐
DONNELLY				✓
FOSTER	✓			
KINGSLEY				✓
POAGE	✓			
VARNERIN	✓			
TIE:				
MAYOR DEVANNEY				

SIDE LETTER OF AGREEMENT
CDL Licensure

This side letter of agreement is entered into on this 18th day of July, 2023 by and between the Township of Berkeley Heights ("Township") and the Teamsters Local Union 469 ("Union") (collectively the "Parties").

WHEREAS, the Federal Motor Carrier Safety Administration recently changed its rules to require applicants for a commercial driver's license ("CDL") to complete an entry level driver training course; and

WHEREAS, -all employees within the negotiations unit represented by the Union are required by the Township to hold a CDL as an essential function of their positions; and

WHEREAS, the Township desires to hire applicants for such positions notwithstanding their licensure, provided the applicants (i) have a CDL permit at the time of hire and (ii) obtain a CDL following their hire; and

WHEREAS, the Parties have negotiated regarding the reimbursement of costs incurred by unit members who must obtain a CDL following their hire; and

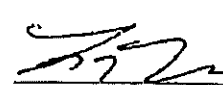
NOW, THEREFORE, in consideration for the mutual promises set forth herein, and intending to be bound, the Parties hereby agree as follows:

1. Newly-hired unit members without a CDL, must complete all necessary courses and obtain their CDL prior to the conclusion of their probationary period.
2. Newly-hired unit members can use working time to attend courses for a CDL, provided it would not impose an undue burden on Township operations. The employee will coordinate their courses in advance with the DPW General foreman and will receive full pay while they are attending the CDL courses.

3. The probationary period for newly hired employees may be extended to 6 months due to scheduling delays at the driving school and/or NJMVC. If this occurs, employees will begin to accrue PTO at the completion of the six- month probationary period regardless of CDL status. Additionally, the employee retains the right to make three attempts to pass the driving test.
4. The Township shall reimburse the employee or pay the driving school directly for the cost of the employee's CDL course, examination fees, and license fees.
5. Current Township employees who paid for a CDL course in 2023, prior to the execution of this Agreement, shall also be reimbursed for the cost of the course.
6. Notwithstanding the foregoing, any employee who either receives reimbursement or the Township pays directly to the driving school for or the cost of a CDL course, examination fee, or license fee must remain employed by the Township for at least three (3) years after the date of attainment of the CDL. Any employee whose Township employment terminates (voluntarily or involuntarily) within the first year after reimbursement will be required to repay the full reimbursement amount. Any employee whose Township employment terminates (voluntarily or involuntarily) within the second year after reimbursement will be required to repay 2/3 of the reimbursement amount. Any employee whose Township employment terminates (voluntarily or involuntarily) within the third year after reimbursement will be required to repay the 1/3 the reimbursement amount.


For the Union
Dated: 8/1/23


LOCAL 469


For the Township
Dated: 7/25/23

SIDE LETTER OF AGREEMENT
CDL Licensure

This side letter of agreement is entered into on this 18th day of July, 2023 by and between the Township of Berkeley Heights ("Township") and the Teamsters Local Union 469 ("Union") (collectively the "Parties").

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WHEREAS, -all employees within the negotiations unit represented by the Union are required by the Township to hold a CDL as an essential function of their positions; and

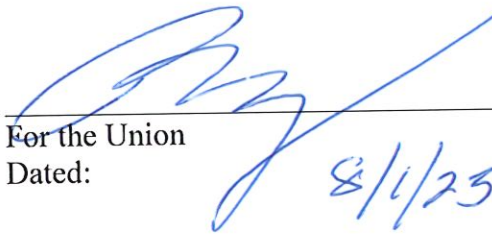
WHEREAS, the Township desires to hire applicants for such positions notwithstanding their licensure, provided the applicants (i) have a CDL permit at the time of hire and (ii) obtain a CDL following their hire; and

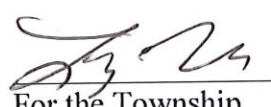
WHEREAS, the Parties have negotiated regarding the reimbursement of costs incurred by unit members who must obtain a CDL following their hire; and

NOW, THEREFORE, in consideration for the mutual promises set forth herein, and intending to be bound, the Parties hereby agree as follows:

1. Newly-hired unit members without a CDL, must complete all necessary courses and obtain their CDL prior to the conclusion of their probationary period.
2. Newly-hired unit members can use working time to attend courses for a CDL, provided it would not impose an undue burden on Township operations . The employee .will coordinate their courses in advance with the DPW General foreman and will receive full pay while they are attending the CDL courses.

3. The probationary period for newly hired employees may be extended to 6 months due to scheduling delays at the driving school and/or NJMVC. If this occurs, employees will begin to accrue PTO at the completion of the six- month probationary period regardless of CDL status. Additionally, the employee retains the right to make three attempts to pass the driving test.
4. The Township shall reimburse the employee or pay the driving school directly for the cost of the employee's CDL course, examination fees, and license fees.
5. Current Township employees who paid for a CDL course in 2023, prior to the execution of this Agreement, shall also be reimbursed for the cost of the course.
6. Notwithstanding the foregoing, any employee who either receives reimbursement or the Township pays directly to the driving school for or the cost of a CDL course, examination fee, or license fee must remain employed by the Township for at least three (3) years after the date of attainment of the CDL. Any employee whose Township employment terminates (voluntarily or involuntarily) within the first year after reimbursement will be required to repay the full reimbursement amount. Any employee whose Township employment terminates (voluntarily or involuntarily) within the second year after reimbursement will be required to repay 2/3 of the reimbursement amount. Any employee whose Township employment terminates (voluntarily or involuntarily) within the third year after reimbursement will be required to repay the 1/3 the reimbursement amount.


For the Union
Dated: 8/1/23


For the Township
Dated: 7/25/23

#2

158-2021

**RESOLUTION AMENDING THE AGREEMENT BETWEEN THE TOWNSHIP
OF BERKELEY HEIGHTS AND TEAMSTERS LOCAL UNION NO. 469
(DEPARTMENT OF PUBLIC WORKS) TO PERMIT THE DONATION OF SICK
TIME**

WHEREAS, on November 12, 2019, the Township of Berkeley Heights ("Township" and the Teamsters Local Union No. 469 ("Union") executed a collective bargaining agreement ("Agreement") for a period commencing on January 1, 2019 and terminating on December 31, 2023; and

WHEREAS, both the Township and the Union seek to amend said Agreement pursuant to Article II and Article XLI of the aforementioned Agreement to include a sick time donation policy; and

WHEREAS, the terms and conditions of this sick time donation policy are attached hereto as Schedule A and shall be incorporated into the collective bargaining agreement between the parties upon the assent and approval of both the Township and the Union; and

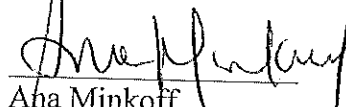
NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, assents and approves to the amendment attached hereto as Schedule A inserting a sick time donation policy in the collective bargaining agreement currently effective between the parties referenced herein; and

BE IT FURTHER RESOLVED that the Township Clerk shall transmit a certified copy of this resolution and its attachment to the Teamsters Local Union No. 469 upon its availability; and

BE IT FURTHER RESOLVED that the amendment contemplated herein shall be effective upon the last approval as between the Township and the Union pursuant to Article II and Article XLI of the Agreement.

Approved this 18th day of May, 2021.

ATTEST:


Ana Minkoff
Township Clerk

ROLL CALL	AYE	NAY	ABSTAIN	ABSENT
BRAHIMAJ	✓			
COUTO	✓			☐
KINGSLEY	✓			
MEDEIROS	✓			
VARNERIN	✓			
YELLIN	✓			
TIE:				
MAYOR DEVANNEY				

SCHEDULE A

MAY 2021

RECEIVED

MAY 21 2021

TEAMSTERS LOCAL UNION No. 469
SICK LEAVE DONATION PROGRAM
SIDEBAR
May 2021

TWP. CLERK

PURPOSE

1. The purpose of this voluntary program is to provide employees a means of assisting a co-worker who has exhausted, or is likely to exhaust, his/her accrued leave due to a catastrophic health condition or injury to either the employee or the employee's immediate family member which would result in a substantial loss of income.

ELIGIBILITY TO RECEIVE LEAVE

Teamsters Local 469 unit members may receive donated sick time under the following circumstances:

1. The unit member requires leave for a personal health condition or the health condition of a family members that includes: an extreme or debilitating medication situation; severely complicated disabilities; effects of being involved in a major accident that requires a prolonged period of recuperation; or recuperation time after donating an organ or bone marrow.
2. The unit member has been employed by the Township as a Teamsters Local 469 unit member for a minimum of one (1) year.
3. The unit member has exhausted all sick, vacation, personal and compensatory time.
4. The unit member is not taking a leave that is covered under the New Jersey Worker's Compensation Act.
5. The employee submits acceptable medical verification from a physician or other license health care provider indicating the nature, severity and anticipated duration of the disability and a statement that the recipient is unable to work.
6. The employee consents to the posting of a notification of the employee's wish to be a recipient of donated leave time.
7. A Teamsters 469 unit member who has sustained discipline for chronic or excessive lateness or abuse of leave within the twelve (12) months immediately preceding the request shall not be eligible to receive donated sick leave.

ELIGIBILITY TO DONATE LEAVE

Teamsters Local 469 unit members may voluntarily elect to donate sick leave to a designated recipient subject to the following:

1. The donating unit member certifies that the sick leave is being donated voluntarily, confidentially and with the knowledge that it cannot be revoked once donated.
2. A Teamsters Local 469 member who donates sick leave shall not have those days counted against him or her for the purposes of eligibility for the sick leave buy-back

program or sick leave incentive program set forth in Article XXI of the contract between the Teamsters 469 and Township of Berkeley Heights.

3. Only whole days are donated, no partial days.
4. Each bargaining unit member shall only donate one (1) day per donation request. If the initial request does not produce enough donations, subsequent requests can be made and a DPW employee can elect to donate an additional day for each subsequent request. Any such requests must be approved by the Township Administrator.

GENERAL PROVISIONS

The Sick Leave Donation Program will be administered subject to the following general provisions:

1. During the period that donated sick leave is used, the donated sick leave recipient shall be treated in the same manner as an employee on sick leave for purposes of service credit and any term, condition or benefit or employment.
2. Donated sick leave will be placed in a "Sick Time Donation Bank." If all of the donated sick leave is not used, the remainder shall remain in the Sick Time Donation Bank to be used only by members of the Teamsters 469 negotiations unit.
3. Donated sick leave cannot be "cashed out."
4. No unit member will be forced to donate sick leave.
5. The Township administration shall have the authority to approve or disapprove the donation request for the unit member. A request for donated sick leave shall not be unreasonably denied.
6. All donated sick leave shall be used concurrent with FMLA/FLA, if said DPW employee is eligible for such leave.

PROCEDURE

To the extent possible, the procedure set forth below shall be followed with regard to the Sick Leave Donation Program. It is understood, however, that emergent circumstances are likely to arise and will be handled on a case-by-case basis.

1. A unit member that believes he or she may require donated sick leave must notify the Shop Steward as soon as practicable of the need. Unit member must fill out a Donated Leave Program Application Form. The Shop Steward or his or her designee will advise the Department head and the Township Administrator of the request and submit the Donated Leave Program Application Form to Administration.
2. Proper medical documentation will be required.
3. The Teamsters Union 469 will send out a request for sick leave donors as soon as practicable after being advised of the unit member's eligibility.
4. Potential sick leave donors must respond directly to Township Administration as soon as practicable to the notice from the Teamsters and complete the Sick Time Transfer Form. Administration will deduct their donation from their time banks accordingly.
5. All donors will be anonymous.

RECEIVED

MAY 21 2021

TWP. CLERK

