

RESOLUTION NO. 22-305

**RESOLUTION OF THE BOROUGH OF SEASIDE HEIGHTS, COUNTY OF OCEAN,
STATE OF NEW JERSEY, APPROVING MEMORANDUM OF UNDERSTANDING
WITH TEAMSTERS LOCAL 97**

WHEREAS, the Borough of Seaside Heights and Teamsters Local 97 have negotiated a Memorandum of Understanding for a successor collective bargaining agreement covering 2022-2024; and

WHEREAS, the proposed Memorandum of Understanding is attached hereto as "Schedule A;" and

WHEREAS, the governing body wishes to approve the MOU.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Borough Council of the Borough of Seaside Heights, County of Ocean, State of New Jersey, as follows:

1. That the Mayor and Borough Council do hereby approve the attached Memorandum of Understanding with Teamsters Local 97 covering 2022-2024.

2. The Mayor is authorized to execute and the Borough Clerk is authorized to attest to the MOU.

3. The Mayor is also authorized to execute and the Borough Clerk is also authorized to attest to the collective bargaining agreement covering 2022-2024 incorporating the terms of the MOU.

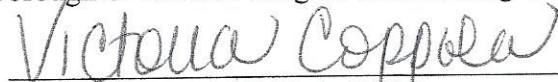
4. This authorization is conditioned upon approval by the Division of Local Government Services in accordance with the Transitional Aid for Localities Memorandum of Understanding between the Division and Borough of Seaside Heights.

5. That a certified copy of this resolution shall be forwarded to the Teamsters

Local 97 representatives and the State Fiscal Monitor.

CERTIFICATION

I, Victoria Coppola, RMC, do hereby certify that the foregoing is a true copy of a resolution adopted by the Governing Body of the Borough of Seaside Heights at a meeting held on the **21st day of December, 2022.**



VICTORIA COPPOLA, RMC

Deputy Borough Clerk

Borough of Seaside Heights

Teamsters Local Union No. 97

and

Borough of Seaside Heights

Memorandum of Understanding Effective January 1, 2022 – December 31, 2024

December 21, 2022

1. The parties agree to a three-year agreement to be effective January 1, 2022, and expire December 31, 2024.
2. In accordance with Office of State Comptroller Report entitled "A Review of Sick and Vacation Leave Policies in New Jersey Municipalities," and a specific review of Seaside Heights' collective bargaining agreements directed by the NJ Division of Local Government Services, the parties agree to Amend Articles XIV and XVI (see Schedule A and B attached hereto):
3. Amend Article XIII Salary as follows:

Article XIII

Salary

2022	3%
2023	3%
2024	3%

Borough agrees to back pay for 2022 retroactive to Pay #1 2022. Back pay will be paid to all bargaining unit members that are actively employed by the Borough.

Addition of a step guide (attached hereto) commencing January 1, 2023. Employees hired between January 1st and June 30th shall advance to next step on the step guide the following January. For example, an employee hired at the starting step on May 1, 2022, will advance to Step 1 on January 1, 2023.

Employees hired between July 1st and December 31st shall advance to next step on the step guide the next subsequent January. For example, an employee hired at the starting step on September 15, 2022, will advance to Step 1 on January 1, 2024.

Salary adjustments due to the new step guide for Anthony Albanese, Joshua Earnest, Lou Amoruso, and Matthew Wright in accordance with the attached Schedule A.

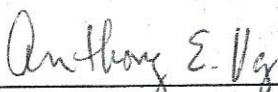
4. Amend Article XIII Salary – Shift Differential as follows: A shift differential shall be paid to employees that work the 4:00 A.M. to 12:00 P.M. shift during the “Summer Schedule Months” described in Article VIII. In order to be eligible for the shift differential employees must commence work at 4:00 A.M. The shift differential shall be paid to eligible employees as a flat sum of \$500, less regular payroll withholdings, no later than December 15 each year.
5. Amend Article XXI – Miscellaneous Working Conditions (or a different appropriate section of the agreement): Add Paragraph 4: Borough will pay for Commercial Drivers License course and related expenses in cases of employees that are hired without a commercial drivers license. In the event employee separates from employment with the Borough within three (3) calendar years of obtaining the license, employee shall reimburse Borough 100% of the cost of the course; and employee shall reimburse Borough 50% of the cost of the course if employee separates from employment with the Borough within five (5) years of obtaining the license.
6. Borough will pay to each bargaining unit member a one-time \$1,000 signing bonus to all employees that are eligible for the retroactive pay increase and worked for at least six months in 2022. Bargaining unit members that worked less than six months will receive a one-time \$600 signing bonus.
7. Henry Bragg to be designated a seasonal employee supervisor and shall receive an additional \$5,000 per year for such services.

Teamsters Local 97


By: Patrick Guaschino, Vice President

Date: December 21, 2022

Borough of Seaside Heights


By: Anthony E. Vaz, Mayor

Date: December 21st, 2022

Schedule A

Article XIV

Vacation Leave

1. Full-time employees shall be entitled to annual paid vacation leave, credited at the beginning of each calendar year in anticipation of continued employment, based on their years of continuous full-time or part-time service with Seaside Heights in the career or unclassified service. See paragraph 7 below for definition of continuous service.
2. New employees shall only receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month.
3. After the initial month of employment and up to the end of the first calendar year, employees shall receive one working day for each month of service. Thereafter, employees shall receive paid vacation leave as follows:
 - a. From the beginning of the first full calendar year of employment through the end of the first full calendar year of employment, 12 working days;
 - b. From the beginning of the second full calendar year of employment and up to five years of continuous service, 15 working days (2-5 years);
 - c. From the beginning of the sixth full calendar year of employment and up to twelve years of continuous service, 18 working days (6-12 years); and
 - d. From the beginning of the thirteenth full calendar year of employment and beyond, 20 working days (13 and more years of continuous service).
4. An increase in vacation leave shall be granted at the beginning of the calendar year in which the years of service requirement will be met.
5. When there is a change in the calendar year in which the years of service requirement is met, due to an employee's leave without pay, the employee shall be liable for any increased vacation leave that was not earned.
6. Vacation leave credits shall not accrue after an employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.
7. Continuous service shall mean employment for the Borough of Seaside Heights, without actual interruption due to resignation, retirement, or removal.

a. An employee who has been appointed from a special reemployment list shall be credited with any continuous service prior to the layoff in addition to continuous service subsequent to reemployment.

b. Periods of employment before and after a suspension or leave without pay shall be considered continuous service. However, the period of time on a suspension or leave without pay, except for military leave, furlough extension leave, leave for a job-related injury under the Worker's Compensation Statute, N.J.S.A. 34:15-1 et seq., and voluntary furlough, shall not be included in calculating years of continuous service.

8. Vacation leave may be granted and shall be recorded and tracked in hours.

9. Vacation leave not used in a calendar year because of business necessity shall be used during the next succeeding year only and shall be scheduled to avoid loss of leave, provided, however, that:

a. Vacation leave not taken in a given year because of duties directly related to a state of emergency declared by the Governor may accumulate at the discretion of the appointing authority until, pursuant to a plan established by the employee's appointing authority and approved by the Chairperson of the Civil Service Commission or designee, the leave is used or the employee is compensated for that leave.

b. An employee who leaves service with the Borough of Seaside Heights shall be paid for unused earned vacation leave. In the event an employee gives notice of resignation or retirement after the municipal budget is adopted, which resignation or retirement will occur in the same year, payment for unused earned vacation leave may be deferred at the option of the Borough until the following budget year.

10. An employee who exhausts all paid vacation leave in any one year shall not be credited with additional paid vacation leave until the beginning of the next calendar year.

11. Upon the death of an employee, unused earned vacation leave shall be paid to the employee's estate.

12. All vacations must be scheduled with the Superintendent of Public Works or designee. A vacation request should be filed as early as possible to allow for potential vacation schedule conflicts to be resolved sooner than later, and to allow for projects and service delivery to be planned accordingly. Vacations will be approved on a "first request" basis.

Schedule B

Article XVI

Sick Leave

Full-time employees shall be entitled to annual paid sick leave as follows:

1. New employees shall only receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month.
2. However, after the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with 15 working days.
3. Paid sick days shall not accrue during a leave of absence without pay or suspension but shall continue to accrue during a voluntary furlough or furlough extension leave.
4. Sick leave credits shall not accrue after an employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.
5. An employee who exhausts all paid sick days in any one year shall not be credited with additional paid sick leave until the beginning of the next calendar year.
6. Unused sick leave shall accumulate from year to year without limit.
7. Sick leave may be used by employees who are unable to work because of:
 - a. Personal illness or injury;
 - b. Exposure to contagious disease;
 - c. Care, for a reasonable period of time, of a seriously ill member of the employee's immediate family (see N.J.A.C. 4A:1-1.3) for definition of immediate family; or
 - d. Death in the employee's immediate family, for a reasonable period of time.
8. Sick leave may be used by an employee with a disability for absences related to the acquisition or use of an aid for the disability when the aid is necessary to function on the job. In such cases, reasonable proof may be required by the Borough.
9. Sick leave may be granted and shall be recorded and tracked in hours.

10. a. Unused earned sick leave shall be paid upon retirement only (i.e., no payment for resignation and other forms of separation) as follows:

- i. Under ten (10) years of service, 25%
- ii. From ten (10) years to fifteen (15) years of service, 75%
- iii. After fifteen (15) years of service, 100%

b. Compensation for unused earned sick leave shall not exceed fifteen thousand dollars (\$15,000). However, compensation for unused earned sick leave shall not exceed ten thousand dollars (\$10,000) for employees hired on and after January 1, 2014.

11. Employees that are absent on sick leave for three or more consecutive days may be required to submit acceptable medical certification substantiating the illness to the Superintendent of Public Works or designee. The certification should be in writing and should indicate the date of illness and approximate date that the employee is anticipated to return to the employee's regular duties. The certification should be submitted or mailed on the fourth working day even though the employee is unable to return to work on that day. Upon returning to work the employee must submit, at employee's own expense, a doctor's advisement that the employee is able to return to the employee's regular duties.

[illegible]

[illegible]

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V
1	DPW - without step guide								Current Salary		2022	Diff	2023	Diff	2024	Diff						
2											3%				3%							
3																						
4																						
5	Anthony Albanese		Building Service Worker						43,000		44,290	1,290	45,619	1,329	46,987	1,369						
6	Lou Amoroso		Laborer						40,000		41,200	1,200	42,436	1,236	43,709	1,273						
7	Robert Baker		Lineman - Electric Utility						83,000		85,490	2,490	88,055	2,565	90,696	2,642						
8	Henry Bragg		Laborer						61,580		63,427	1,847	65,330	1,903	67,290	1,960						
9	Joshua Earnest		Laborer						40,000		41,200	1,200	42,436	1,236	43,709	1,273						
10	Brian Hoffnagle		Licensed Water Operator - Water/Sewer Utility						87,026		89,637	2,611	92,326	2,689	95,096	2,770						
11	Roger Ott		Mechanic						75,017		77,268	2,251	79,586	2,318	81,973	2,388						
12	Michael Rumbolo		Lineman/Electrician - Electric Utility						91,844		94,599	2,755	97,437	2,838	100,360	2,923						
13	Matthew Wright		Laborer						40,000		41,200	1,200	42,436	1,236	43,709	1,273						
14												16,844		17,349		17,870						
15	and...																					
16	Mike Ehrankrantz		Asst. Licensed Water Operator - Water/Sewer Utility						75,000				77,250	2,250								
17																						
18																						
19	DPW - with new step guide								Current Salary		2022	Diff	2023	Diff	2024	Diff						
20											3%				0%							
21																						
22																						
23																						
24	Robert Baker		Lineman - Electric Utility						83,000		85,490	2,490	90,619	5,129	96,619	-						
25	Henry Bragg		Laborer						61,580		63,427	1,847	67,233	3,806	72,333	-						
26	Brian Hoffnagle		Licensed Water Operator - Water/Sewer Utility						87,026		89,637	2,611	95,015	5,378	100,360	-						
27	Roger Ott		Mechanic						75,017		77,268	2,251	81,904	4,636	86,540	-						
28	Michael Rumbolo		Lineman/Electrician - Electric Utility						91,844		94,599	2,755	100,275	5,676	105,951	-						
29	and...											11,954		24,625								
30																						
31	Mike Ehrankrantz		Asst. Licensed Water Operator - Water/Sewer Utility						75,000				77,250	2,250								
32																						
33	Anthony Albanese		Building Service Worker w/CDL						43,000		44,290	1,290	57,040	12,750	62,000	4,960	*13 years seven months					
34	Lou Amoroso		Laborer						40,000		41,200	1,200	42,900	1,700	44,000	1,100	* 3 months; could move to CDL step guide once he obtains license					
35	Joshua Earnest		Laborer w/CDL						40,000		41,200	1,200	50,840	9,640	53,940	3,100	*1 year 10 months					
36	Matthew Wright		Laborer						40,000		41,200	1,200	42,900	1,700	44,000	1,100	* 2 months; could move to CDL step guide once he obtains license					
37												4,890		25,790	10,260							
38																						
39												11,954										
40												24,625										
41												2,250										
42												4,890										
43												25,790										
44												10,260										
45																						
46																						
47																						

5,000 (Henry Bragg stipend)

but employee salary increases will be impacted by employee share of the 23% SHBP premium increase