



Township Council

c/o Township Clerk
Teaneck, NJ 07666

Meeting: 04/25/17 07:00 PM

Department: Township Clerk

Category: Authorization

DOC ID: 3976

RESOLUTION 84-2017

Authorize Execution of a Collective Negotiation Agreement Between the Township of Teaneck and Local 820, Council 52, A.F.S.C.M.E. AFL-CIO For the Years 2016 to 2019

COMMENTS - Current Meeting:

Councilman Sohn noted that this was a memorandum of understanding with the AFSCME union and was walked-in this evening onto the agenda; he supported reaching an agreement with the union and raised concern as to why the resolution needed to be adopted this evening.

Councilman Castle echoed the sentiment of Councilman Sohn and wished to allow the public to view this contract that he and members of the Council viewed favorably.

Mayor Hameeduddin noted that an MOU was different than a contract and an MOU allows the union to proceed with negotiations in good faith.

Councilman Sohn made a motion to table Resolution 84-2017.

Seconded by Councilman Castle.

Roll Call to Table Resolution 84-2017.

Yes - Councilman Castle, Councilman Sohn.

No - Councilwoman Romney Rice, Councilman Schwartz, Deputy Mayor Pruitt, Deputy Mayor Katz, Mayor Hameeduddin.

Councilwoman Romney Rice asked if additional information could be provided prior to new labor contracts being brought to Council for approval.

Councilman Sohn asked that the Manager list contracts on the agenda in advance of approval.

Manager Broughton added that the management team has been negotiating this current agreement for a year and this mechanism allows the Township to continue to negotiate this favorable contract in good faith.

RESULT:	ADOPTED [6 TO 1]
SECONDER:	Elie Y. Katz, Mohammed Hameeduddin
AYES:	Katz, Hameeduddin, Pruitt, Rice, Schwartz, Sohn
NAYS:	Jason Castle

TOWNSHIP OF TEANECK
BERGEN COUNTY, NJ

84-2017

**AUTHORIZE EXECUTION OF A COLLECTIVE NEGOTIATION
AGREEMENT BETWEEN THE TOWNSHIP OF TEANECK AND
LOCAL 820, COUNCIL 52, A.F.S.C.M.E. AFL-CIO FOR THE YEARS
2016 TO 2019**

WHEREAS, the existing collective negotiations agreement between the Township of Teaneck and Local 820, Council 52, A.F.S.C.M.E. AFL-CIO (hereinafter referred to as the “Union”) had expired on December 31, 2015; and

WHEREAS, the Township of Teaneck and representatives of the Union have been negotiating the terms and conditions of a new agreement; and

WHEREAS, the parties have agreed upon the terms and conditions of a Memorandum of Agreement to be incorporated into a new collective negotiation agreement for the term commencing January 1, 2016 through December 31, 2019; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF TEANECK, County of Bergen and State of New Jersey as follows:

1. The Mayor is hereby authorized and directed to execute and the Township Clerk to attest an Agreement between the Township of Teaneck and Local 820, Council 52, A.F.S.C.M.E. AFL-CIO for the period commencing January 1, 2016 through December 31, 2019, which shall incorporate the changes set forth in a Memorandum of Agreement, a copy of which is on file in the Office of the Township Clerk and is available for public inspection during the regular business hours of the Township of Teaneck.
2. This resolution shall be subject to the adoption of the Ordinance to implement the salaries for said years and shall take effect immediately upon said ordinance taking effect.

This is to certify that the above Resolution was adopted by the
Township Council on April 25, 2017



Doug Ruccione
Township Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Agreement, entered into on this ____ day of _____, 2017, by and between the TOWNSHIP OF TEANECK, a Municipal Corporation of the State of New Jersey, (hereinafter referred to as the "Township") and Local 820, Council 52, A.F.S.C.M.E. AFL-CIO, a representative of certain employees of the Township (hereinafter referred to as the "Union")

For and in consideration of the mutual promises and conditions hereinafter contained, the parties agree to amend the parties Collective Negotiation Agreement dated October 22, 2013, for the previous term January 1, 2012 through December 31, 2015, as follows:

1. Health Insurance - Page 25, Article XVII, Paragraph C - Paragraph C is hereby deleted and replaced with the following:

AC. Effective January 1, 2016, all covered employees shall pay the greater of either 1.5% of their base salary toward the cost of health benefits or the following percentages of the premium costs for health benefits based upon type of coverage, salary range, effective January 1 of the year indicated.

Single Coverage

Salary Range	2016	2017	2018	2019
Less than 20,000	4.50%	4.50%	4.50%	4.50%
20,000-24,999.99	5.50%	5.50%	5.50%	5.50%
25,000-29,999.99	7.50%	7.50%	7.50%	7.50%
30,000-34,999.99	10.00%	10.00%	10.00%	10.00%
35,000-39,999.99	11.00%	11.00%	11.00%	11.00%
40,000-44,999.99	12.00%	12.00%	12.00%	12.00%
45,000-49,999.99	14.00%	14.00%	14.00%	14.00%
50,000-54,999.99	20.00%	20.00%	20.00%	20.00%
55,000-59,999.99	23.00%	23.00%	23.00%	23.00%
60,000-64,999.99	27.00%	27.00%	27.00%	27.00%

65,000-69,999.99	29.00%	29.00%	29.00%	29.00%
70,000-74,999.99	32.00%	32.00%	32.00%	32.00%
75,000-79,999.99	33.00%	33.00%	33.00%	33.00%
80,000-94,999.99	34.00%	34.00%	34.00%	34.00%
95,000 and over	35.00%	35.00%	35.00%	35.00%

Family Coverage

Salary Range	2016	2017	2018	2019
Less than 25,000	3.00%	3.00%	3.00%	3.00%
25,000-29,999.99	4.00%	4.00%	4.00%	4.00%
30,000-34,999.99	5.00%	5.00%	5.00%	5.00%
35,000-39,999.99	6.00%	6.00%	6.00%	6.00%
40,000-44,999.99	7.00%	7.00%	7.00%	7.00%
45,000-49,999.99	9.00%	9.00%	9.00%	9.00%
50,000-54,999.99	12.00%	12.00%	12.00%	12.00%
55,000-59,999.99	14.00%	14.00%	14.00%	14.00%
60,000-64,999.99	17.00%	17.00%	17.00%	17.00%
65,000-69,999.99	19.00%	19.00%	19.00%	19.00%
70,000-74,999.99	22.00%	22.00%	22.00%	22.00%
75,000-79,999.99	23.00%	23.00%	23.00%	23.00%
80,000-84,999.99	24.00%	24.00%	24.00%	24.00%
85,000-89,999.99	26.00%	26.00%	26.00%	26.00%
90,000-94,999.99	28.00%	28.00%	28.00%	28.00%
95,000-99,999.99	29.00%	29.00%	29.00%	29.00%
100,000-109,999.99	32.00%	32.00%	32.00%	32.00%
110,000 and over	35.00%	35.00%	35.00%	35.00%

Member/Spouse/Partner or Parent/Child Coverage

Salary Range	2016	2017	2018	2019
Less than 25,000	3.50%	3.50%	3.50%	3.50%
25,000-29,999.99	4.50%	4.50%	4.50%	4.50%
30,000-34,999.99	6.00%	6.00%	6.00%	6.00%
35,000-39,999.99	7.00%	7.00%	7.00%	7.00%
40,000-44,999.99	8.00%	8.00%	8.00%	8.00%
45,000-49,999.99	10.00%	10.00%	10.00%	10.00%
50,000-54,999.99	15.00%	15.00%	15.00%	15.00%
55,000-59,999.99	17.00%	17.00%	17.00%	17.00%
60,000-64,999.99	21.00%	21.00%	21.00%	21.00%
65,000-69,999.99	23.00%	23.00%	23.00%	23.00%
70,000-74,999.99	26.00%	26.00%	26.00%	26.00%
75,000-79,999.99	27.00%	27.00%	27.00%	27.00%
80,000-84,999.99	28.00%	28.00%	28.00%	28.00%
85,000-99,999.99	30.00%	30.00%	30.00%	30.00%
100,000 and over	35.00%	35.00%	35.00%	35.00%

2. Page 7, Article IV, Conducting Union Business, Paragraph E
- Replace to read as follows:

"Effective with signing of this agreement, the President will be allowed time off with pay, and one other officer, not from the same department, will be allowed time off without pay, not to exceed five (5) days per year each, to attend any Union seminar or conventions, provided at least ten (10) days prior thereto, written notification of the intention to attend said seminar or convention has been given to the appropriate Department Head."

3. Page 16, Article X, Hours of Work, Paragraph A. - Replace to read as follows:

A.1 The standard weekly work schedule for all full time employees, except Public Safety Telecommunicators shall consist of five (5) daily tours of seven (7) hours each and shall be arranged by the Township.

A. The alternative weekly work schedule for all full time employees that work at the Municipal Building and Recreation Department shall consist of four (4) daily tours of eight and three-quarter (8.75) hours with an unpaid lunch of thirty (30) minutes totaling nine and one-quarter (9.25) hours, and shall be arranged by the Township.

4. Page 20, Article XIII, Vacations, Paragraph A. - Replace to read as follows:

All full time employees, except those employees working a four day work week, shall earn annual leave for vacation purposes on a calendar year basis, with pay, in accordance with the following schedule:

<u>To the end of the first calendar year</u>	One (1) working day per full working month of service
1 to 5 years of service	13 working days
6 to 10 years of service	15 working days
11 to 15 years of service	17 working days
16 to 19 years of service	19 working days
20 years of service	21 working days
21 years of service	22 working days
22 tears of service and over	23 working days

All full time employees working a four day work week shall earn annual leave for vacation purposes on a calendar year basis, with pay, calculated on a five

(5) day, seven (7) hour a day, thirty five (35) hour week, in accordance with the following schedule:

<u>To the end of the first calendar year</u>	One (1) working day per full working month of service, seven (7) hours
1 to 5 years of service	91 working hours
6 to 10 years of service	105 working hours
11 to 15 years of service	119 working hours
16 to 19 years of service	133 working hours
20 years of service	147 working hours
21 years of service	154 working hours
22 tears of service and over	161 working hours

5. Page 20, Article XIII, Vacations, Paragraph C. - Replace to read as follows:

"Vacation leave shall not be taken in less than half (1/2) day periods (3.5 hours for employees who work a 5 day work week. 4.25 hours for employees who work a 4 day work week).

6. Page 36, Article XXX, Paragraph A. - Replace to read as follows:

"This Agreement shall be a four year term commencing January 1, 2016 and shall remain in effect through December 31, 2019"

7. Page 38, Article XXVII, Miscellaneous, Paragraph B. - Replace to read as follows:

B.1 All full time employees covered by this Agreement excluding employees who work a four (4) day schedule, shall receive a 15 minute break in midmorning, without loss of pay. An employee may take a 15 minute break in mid-afternoon subject to the prior approval of the Department Head, in the Department Head's absolute discretion.

B.2 Employees working a four (4) day schedule are entitled to receive a half-hour (1/2) lunch break.

B.3 Employees working a four (4) day schedule shall receive a 15 minute break in midmorning without loss of pay. An employee may take a 15 minute break in mid-afternoon subject to the prior approval of the Department Head, in the Department Head's absolute discretion. Employee's working a four (4) day schedule may choose to utilize their mid-afternoon fifteen (15)

minute break period to extend lunch to forty five (45) minutes, subject to the approval of the Department Head, in the Department Head's absolute discretion.
B.4 No employee covered under this Agreement shall apply lunch/break times during the first and/or last hours of the work day.

8. The salary schedule for 2015 shall be increased as follows (effective January 1st of each year):

2016 - 1.38% increase for those employees currently at top step **only**
2017 - 1.97%
2018 - 1.97%
2019 - 1.97%

There shall be one (1) step increase for those eligible employees under the salary guide for calendar year 2016 **only**. Employees receiving the step increase shall not receive the 1.38% increase in 2016. There shall be no step increases for 2017, 2018, and 2019. Eligible employees shall receive a 1.97% increase for 2017, 2018, and 2019.

9. Miscellaneous - The New Jersey Civil Service Commission deleted and renamed the following AFSCME titles:

- Delete "**Clerk Typist**" and replace with "**Keyboarding Clerk 1**"
- Delete "**Senior Clerk Typist**" and replace with "**Keyboarding Clerk 2**"
- Delete "**Clerk Stenographer**" and replace with "**Clerk Stenographer 1**"
- Delete "**Sr. Clerk Stenographer**" and replace with "**Clerk Stenographer 2**"
- Delete "**Principal Clerk Stenographer**" and replace with "**Clerk Stenographer 3**"
- Delete "**Principal Technical Aide**" and replace with "**Recreation Leader**"

The following titles will be added to Schedule I, II, III, and IV:

- "**Electrical Inspector**" F/T, salary range will parallel "Building Inspector"

- **"Electrical Inspector"** P/T, salary range \$30.00 - \$40.00 per hour
- **"Plumbing Inspector"** F/T, salary range will parallel "Building Inspector"
- **"Plumbing Inspector"** P/T, salary range \$30.00 - \$40.00 per hour
- **"Supervisory Public Safety Telecommunicator"** F/T, salary range \$50,000 to \$70,000 per annum *
- **"Parking Enforcement Officer"** F/T and P/T, salary range \$10.00 to \$25.00 per hour

The following titles will be deleted from Schedule I, II, III, and IV:

- Remove **"Clerk Typist pre 12/01/2008"**
- Remove **"Public Safety Telecommunicator pre 12/01/2008"**

10. Work week: The Memorandum of Agreement between the Township of Teaneck and AFSCME Council 52, Local 820 dated April 20, 2010, respecting the temporary implementation of a four day work week in lieu of the work schedule otherwise set forth in Article X of the parties Collective Negotiation Agreement and the impact thereof, shall continue in effect and, unless sooner terminated as hereinafter provided, shall expire on December 31, 2019, unless mutually extended by the parties in writing. The Township has the right to terminate the four day work week at any time during the term of this Agreement provided the affected employees receive ninety (90) days prior notice thereof, without any further negotiations as to such termination or the impact thereof, and either:

- A. revert to the work schedule as otherwise set forth in Article X of the parties' Collective Negotiation Agreement, or
- B. implement a flexible schedule continuing a 4 day work week schedule but over a five (5) day (Monday through Friday) work period so that the municipal offices shall remain open to service the public five days per week. Covered employees' regular work schedule shall remain at four (4) days per week but their work days and work hours (not to exceed the total number of hours per week worked under the existing four (4) day work week) may be rescheduled to accomplish the foregoing purpose.

11. The foregoing provisions shall be subject to the ratification/approval by the Township Council and by the membership of the Union. Upon ratification/approval by both parties, the Township shall prepare a revised Collective Negotiation Agreement reflecting the changes and the revised salary schedule for each year. The signatories to this Memorandum agree to recommend to their respective principals the ratification/approval of this Memorandum.
12. All provisions of the current collection negotiation agreement, not changed or otherwise modified herein, shall remain in effect.
13. Any matters proposed by either party during these negotiations not otherwise incorporated herein, shall be deemed withdrawn.

IN WITNESS WHEREOF, the negotiating representatives of the respective parties have signed below on this ____ day of _____, 2017.

TOWNSHIP OF TEANECK

By: William Broughton,
Township Manager

LOCAL 820, COUNCIL 52, A.F.S.C.M.E. AFL-CIO

