

R-207-23

COUNCIL/ MAYOR	INTRODUCED	SECONDED	YES	NO	ABSTAIN	ABSENT
FITZHENRY			X			
CAVADAS			X			
KARCIC	X		X			
SHEEDY			X			
DEL RUSSO			X			
BOCCHINO		X	X			
PRONTI						
ON CONSENT AGENDA <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO						

RESO RE: APPROVAL TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE BOROUGH OF NORTH ARLINGTON AND PBA LOCAL NO. 95 TO AMEND ARTICLE XXV ("WORK WEEK")

WHEREAS, the Borough of North Arlington (the "Borough") and PBA Local No. 95 (the "PBA") are parties to a Collective Bargaining Agreement (the "Agreement") for the period commencing January 1, 2022 and expiring on December 31, 2026; and

WHEREAS, the Negotiation Committees for the Borough and the PBA have engaged in ongoing negotiations for the purpose of reaching agreement to amend the terms and conditions of the Agreement; and

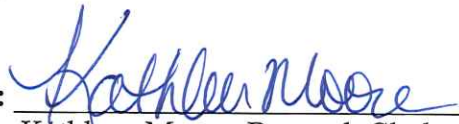
WHEREAS, the Negotiation committees for the Borough and PBA have reached an agreement on certain amendments to Article XXV of the Agreement ("Work Week"), which have been set forth in a certain Memorandum of Agreement ("MOA") dated November 3, 2023, the terms of which are incorporated by reference herein; and

WHEREAS, the Borough wishes to memorialize its approval of the terms and provisions of the MOA.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of North Arlington that the Memorandum of Agreement between the Borough of North Arlington and the PBA, be and hereby is APPROVED; and

BE IT FURTHER RESOLVED that the Mayor, the Borough Administrator and the Borough Labor Attorney are authorized to take all appropriate actions so as to implement this Resolution.

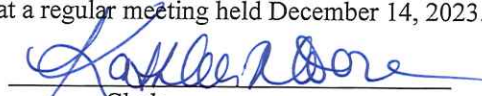
APPROVED: 
Daniel H. Pronti, Mayor

ATTEST: 
Kathleen Moore, Borough Clerk

DATED: December 14, 2023

CERTIFICATION

I, Kathleen Moore of the Borough of North Arlington, Bergen County, New Jersey do hereby certify that the foregoing Resolution was adopted by the Mayor and Council at a regular meeting held December 14, 2023.


Clerk

MEMORANDUM OF AGREEMENT

Agreement made this 3 day of Nov, 2023 by and between the **Borough of North Arlington** (herein the "**Borough**") and the **North Arlington Policemen's Benevolent Association Local 95** (herein the "**PBA**").

WHEREAS the Borough and the PBA are parties to a labor agreement ("Agreement") covering the period January 1, 2022 through December 31, 2026; and

WHEREAS, the Borough and the PBA have been engaged in good faith collective negotiations for the purpose of reaching agreement to amend the terms and conditions of employment in the Agreement; and

WHEREAS, the Borough and the PBA have reached agreement on amendments which are subject to ratification by the membership of the PBA and approval by the Mayor and Council of the Borough; and

WHEREAS, the negotiating committees for the Borough and the PBA unanimously agree to recommend their agreement for ratification and approval;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings herein set forth the parties agree as follows:

I. Except as herein modified, the terms and conditions set forth in the January 1, 2022 through December 31, 2026 Agreement shall remain in full force and effect.

II. **ARTICLE XXV – WORK WEEK (Amend as follows)**

Section 2 – 2190 HOUR WORK SCHEDULE

A. Effective January 1, 2024 the **Borough** and the **PBA** agree to implement a 12-hour per shift Pitman work schedule (2190hrs per year) for the Patrol Division as follows:

1. Shifts shall be 12-hours long. Day shift will be from 0700 hours to 1900 hours, and night shift will be from 1900 hours to 0700 hours.
2. There shall be a 28-day rotating work shift between day and night tour. After 28 days (or 2 cycles), the tours will rotate to the opposite shift.
3. The work cycle shall consist of 84 hours and will be as follows: 2 consecutive days on duty, followed by 2 consecutive days off duty; 3

consecutive days on duty, followed by 2 consecutive days off duty; 2 consecutive days on duty, followed by 3 consecutive days off duty. The three days off shall fall on Friday, Saturday, and Sunday.

4. Overtime shall be calculated based on hours worked outside of an officer's regular shift hours and when called in while in off-duty status. The hourly rate shall be calculated based on 1950 hours.

5. This section shall not prevent the addition of new units and work schedules. The establishment of such units or schedules shall be subject to negotiations between the **PBA** and the **Borough**.

6. All daily work hours shall be consecutive.

7. Employees working the modified Pitman Schedule shall have breaks consisting of a one (1) 45 minute meal period and two (2) ten (10) minute breaks and one (1) fifteen minute break per twelve hours.

B. Effective January 1, 2024, Officers assigned to the Administrative, Investigative, Records, Traffic and Motorcycle Divisions shall have the following schedule consisting of 2190hrs per year:

1. Shifts shall be 10 ½ - hour long. Shift times are 0700 hours to 1730 hours.

2. The work cycle will be as follows: 4 consecutive days on duty (Monday to Thursday or Tuesday to Friday), followed by 3 consecutive days off duty.

3. There shall be a 28-day rotating work shift between Monday – Thursday and Tuesday – Friday within their respective assignments or divisions (e.g., splitting Investigative, Administration, Records, Traffic/Motorcycle units) to the extent possible for coverage during Monday – Friday.

4. Overtime shall be calculated based on hours worked outside of the officer's regular shift hours and when called in while in off duty status. The hourly rate shall be calculated based on 1950 hours.

5. This section shall not prevent the addition of new units and schedules. The establishment of such work units or schedules shall be subject to negotiations between the **PBA** and the **Borough**.

C. Effective January 1, 2024 all Officers' Paid Time Off (e.g., Vacation, Compensatory time, Personal time, and Schedule Adjustment Time) shall be calculated at 12 hours (1 PTO Day = 12 hours):

1. **VACATION TIME:** Officers shall be entitled to vacations based upon the length of time employed as hereinafter provided.

a. Officers with less than one (1) year service shall have one (1) working day vacation for each full month of continuous service from the date of their appointment.

b. Officers with one (1) to ten (10) years of service shall be granted seventeen (12) working days of vacation.

c. Officers with eleven (11) years of service to fifteen (15) years of service shall be granted eighteen (13) working days of vacation.

d. Officers with sixteen (16) years of service to twenty (20) years of service shall be granted twenty (15) working days of vacation.

e. Officers with twenty-one (21) years of service to twenty-five (25) years of service shall be granted twenty-five (20) working days of vacation.

f. Officers with twenty-five (25) years of service shall be given thirty (25) working days of vacation.

g. Vacation time cannot be carried over to the following year, unless expressly given permission by the Chief of Police for a valid reason such as an unexpected injury or illness or leave of absence immediately prior to the scheduled vacation.

h. Employees can submit and use their vacation hours at any time during the year, as long as it does not significantly and unreasonably interfere with department operations.

2. **PERSONAL TIME:** Each Employee shall receive four (4) personal days off per year. Personal days cannot be carried over to the following year unless the Employee is unable to use them due to Department scheduling difficulties. In such cases, the personal days shall be carried into the following year.

a. Employees can request the use of personal hours at any time, as long as the minimum personnel scheduled for a shift is maintained.

b. Personal hours shall be granted unless scheduling more than one (1) Employee at the overtime rate, by virtue of said request, would be necessary.

c. Personal days cannot be used to shorten scheduled shifts on Memorial Day, Thanksgiving, Christmas Eve, or Christmas Day unless an Employee voluntarily agrees to work the shift.

3. **SCHEDULE ADJUSTMENT TIME:** Due to the modification of the schedule outlined in this MOA, the **BOROUGH** and **PBA** have agreed to 96 Hours of SAT time per calendar year. All SAT time off must be selected by officers by December 31 of the prior year for use in the subsequent year. If the work schedule for the succeeding year is not published by December 1 of the year, officers shall have until January 31 of the next year to select their SAT time off.

4. Officers entitled to more than two (2) weeks of PTO may take their PTO in consecutive weeks and/or days, provided it does not significantly and unreasonably interfere with department operations.

5. If an employee dies before taking their PTO in any calendar year, their estate or widow, to the extent permitted by law, shall receive any PTO due and other accrued benefit. Prorated payment shall be made if the full amount is not due.

D. Effective January 1, 2024 all Officers' Sick Leave shall be calculated at 12 hours (1 Sick Day = 12 hours)

1. Each Employee shall receive fifteen (15) sick leave days per year.

2. Officers with less than one (1) year of service shall receive one (1) sick leave day for each full month of continuous service from the date of their appointment.

3. Unused sick leave shall be carried over.

4. All time calculations shall be based on the officers regularly scheduled workday.

E. Effective January 1, 2024 all Officers shall receive the 64 hours of their 240 hours of Pitman time, which will be added to their base pay and paid in the Borough's regular payroll cycles. This calculation is based on 12 hours of work per holiday and will be calculated as follows:

$$\text{Base} + \text{Longevity} / 1950 * 12 (\text{hours}) * 16 (\text{holidays})$$

F. Effective January 1, 2024, two (2) non-ranking officers and one (1) supervisor shall be granted PTO at any time on any patrol tour of duty. If a third non-ranking officer requests PTO, it shall only be permitted by using personal hours, provided it does not cause a shortage of more than one (1) shift by virtue of said request. If a second supervisor requests PTO, it shall only be permitted by using personal hours, provided it does not cause a shortage of more than one (1) shift by virtue of said request. The following exceptions shall be permitted: sick leave, shortages caused by management (including but not limited to changes/assignments, personnel shortages which would cause less than six officers scheduled per patrol shift), or with the permission of the Chief of Police.

G. Training Day

Effective January 1, 2024, if an Employee is scheduled for training on a workday, regardless of the duration of the training, (unless it exceeds the officer's regular workday they shall be paid overtime for the excess in accordance with Article XI, section 7) the training shall be considered a full workday, and the officer shall be allowed to go off-duty.

H. Commencing in 2025, the parties agree to meet in March of each year to discuss and attempt to resolve issues that each party may be having with the work schedule.

III. To be effective, this Agreement must be ratified by the PBA membership and approved by the governing body.


Executed by the parties on this 3rd day of November, 2023.

FOR THE BOROUGH




**STEPHEN LOIACONO,
BOROUGH ADMINISTRATOR**

FOR PBA LOCAL 95



**JASON RIVERA,
PRESIDENT**



**THOMAS ROMEO,
STATE DELEGATE**