

COPIED

JAN 17 2025

TO Admin, Labor Attorney

R-50-25

COUNCIL/ MAYOR	INTRODUCED	SECONDED	YES	NO	ABSTAIN	ABSENT
FITZHENRY		X	X			
CAVADAS			X			
KARCIC			X			
SHEEDY			X			
DEL RUSSO			X			
BOCCHINO	X		X			
PRONTI						
ON CONSENT AGENDA ___ YES ___ X ___ NO						

RESO RE: APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE BOROUGH OF NORTH ARLINGTON AND THE OFFICE AND PROFESSIONAL EMPLOYEE'S INTERNATIONAL UNION, AFL-CIO, LOCAL 32 ("WHITE COLLAR")

WHEREAS, the Negotiation Committee for the Borough of North Arlington ("Borough") and the Negotiating Committee for Office and Professional Employee's International Union, AFL-CIO, Local 32 ("Union") have entered into a Memorandum of Understanding for its "White Collar" Employees ("MOU"); and

WHEREAS, the Negotiating Committee's for the Borough and the Union have recommended approval of the terms of the MOU; and

WHEREAS, the Borough has been advised by the Union that the membership of the Union has approved the terms of the MOU; and

WHEREAS, the Borough, by adoption of this Resolution, wishes to memorialize its approval of the terms of the MOU.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of North Arlington that the Memorandum of Understanding, as between the Borough of North Arlington and Office and Professional Employee's International Union, AFL-CIO, Local 32 ("White Collar"), 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: January 16, 2025

MEMORANDUM OF UNDERSTANDING

"WHITE COLLAR" EMPLOYEES

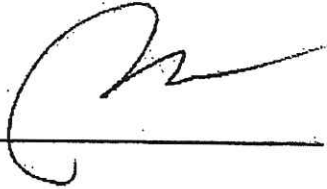
It is as of this 12th day of December, 2024 hereby agreed between the Negotiating Committee for the Borough of North Arlington ("Employer") and the Negotiating Committee for the Office and Professional Employees International Union, AFL-CIO, Local 32 ("Employee"), as follows:

1. The provisions of this Memorandum of Understanding are subject to ratification by the respective parties to the contract.
2. The signatories below agree to recommend this Memorandum of Understanding for ratification by their respective constituencies.
3. A copy of this Memorandum has been furnished to representatives of the Employer and the Union.
4. All proposals not covered herein made by either party during the course of negotiations have been deemed withdrawn.
5. All provisions of the prior Agreement shall be carried forward except as hereinafter provided.
6. Unless otherwise notified, all dates involving the duration of the Agreement shall be conformed to the duration of this proposed negotiated Memorandum of Understanding.
7. Term (Article XXX): A three (3) year agreement commencing January 1, 2025 and expiring on December 31, 2027.
8. Salaries & Wages (Article VI): Salary Schedule "A" shall be eliminated and Salary Schedule "B" shall be amended as attached hereto. Section 1 shall be replaced in its entirety with: "The salary schedules paid to all employees covered by this Agreement are set forth in attached Schedule B. All employees in job titles that either do not appear in Schedule B or whose salaries are 'off the scale' shall receive an increase of 7.5% effective January 1, 2025, an increase of 3.5% effective January 1, 2026, and an increase of 3.5% effective January 1, 2027."
9. Work Schedule (Article XVI): The following provision shall be added: "6. EMTs shall work shifts of 12 hours daily. Employees shall be paid for such hours at the regular straight time rate."
10. Overtime Compensation (Article XVII): This article shall be amended as attached hereto.

11. Sick Leave (Article IX): This Article shall be amended as attached hereto.
12. Seniority (Article XVIII): This Article shall be amended as attached hereto.

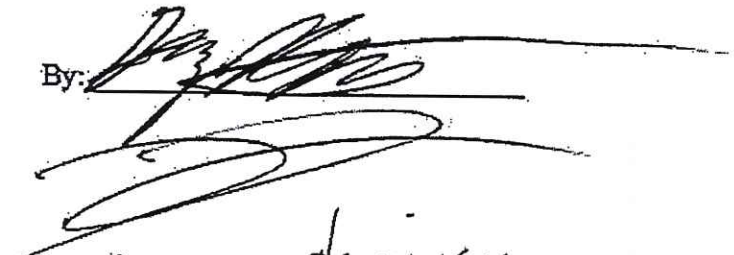
Negotiating Committee of
Borough of North Arlington

By: _____



Negotiating Committee of
Office and Professional Employees
International Union, AFL-CIO, Local 32

By: _____



Diane Deignan



**WHITE COLLAR AND DISPATCHER
SALARY SCHEDULE
SCHEDULE "B"**

POSITION	2025	2026	2027
Senior Clerk/Steno/A&E	81,573.90	84,428.99	87,384.00
Senior Clerk/Typist/Const.	81,351.11	84,198.40	87,145.34
Senior Clerk/Steno/Police	82,386.02	85,269.53	88,253.96
Senior Clerk/Steno/Police	90,080.88	93,233.71	96,496.89
Principal Tax Clerk	93,827.20	97,111.15	100,510.04
Clerk Step 1	40,403.75	41,817.88	43,281.51
Step 2	44,429.65	45,984.69	47,594.15
Step 3	47,779.93	49,452.23	51,183.06
Step 4	54,480.57	56,387.39	58,360.95
Clerk Typist Step 1	40,403.75	41,817.88	43,281.51
Step 2	45,909.81	47,516.65	49,179.74
Step 3	50,104.06	51,857.70	53,672.72
Step 4	54,298.34	56,198.78	58,165.74
Principal Clerk Typist Step 1	40,403.75	41,817.88	43,281.51
Step 2	44,355.30	45,907.73	47,514.51
Step 3	48,766.84	50,473.68	52,240.26
Step 4	53,178.41	55,039.65	56,966.04
Violations Clerk Step 1	40,403.75	41,817.88	43,281.51
Step 2	45,936.76	47,544.55	49,208.61
Step 3	50,104.01	51,857.65	53,672.67
Step 4	54,343.25	56,245.26	58,213.85
Parking Violations	51,027.41	52,813.37	54,661.84
DPW Dispatcher	42,720.99	44,216.22	45,763.79
Technical Asst. to Const. Off	48,553.58	50,252.96	52,011.81
POLICE DISPATCHERS			
Full Time Supervisor	71,983.84	74,503.27	77,110.88
Full Time	69,215.23	71,637.76	74,145.08
Full Time Effective 1/1/02	47,900.68	49,577.20	51,312.40
After First Year	56,307.27	58,278.02	60,317.75
After Second Year	63,029.30	65,235.33	67,518.57
After Third Year	68,817.55	71,226.16	73,719.08

* Raises provided for in this contract are not applicable to any employee earning \$90,000 or more per year in 2024.

12/12/24

ARTICLE IX
SICK LEAVE

Sick leave shall accumulate in accordance with the Civil Service Statutes and Regulations.

1. Every employee, ~~other than police dispatcher~~ shall accumulate one (1) day per month sick leave during the first calendar year of employment and thereafter 15 days per year. ~~Police dispatchers shall accumulate .833 sick days per month during the first calendar year of employment, and thereafter ten (10) days per year.~~
2. For the purposes of this paragraph only, the within contract year shall be December 1st of each year to November 30th of the following year.

In the event the employee, other than police dispatchers, does not utilize any or a portion of his/her sick leave, said employee shall be reimbursed on the following schedule:

ACCUMULATED DAYS	% OF COMPENSATION
10-15	100%
5-9	50%
1-4	25%

~~In the event a police dispatcher does not utilize any or a portion of his/her sick leave, said police dispatcher shall be reimbursed on the following schedule:~~

ACCUMULATED DAYS	% OF COMPENSATION
6-10	100%
4-5	50%
1-3	25%

Employees may accumulate up to ten (10) unused sick days per year, not to exceed a maximum of forty (40) days. ~~Employees hired after July 1, 1995 may only accumulate a maximum of fifteen (15) days. Effective January 1, 2022, Employees may only accumulate a maximum of twenty (20) days. Effective January 1, 2023, Employees may only accumulate a maximum of twenty five (25) days. Effective January 1, 2024, Employees may only accumulate a maximum of thirty (30) days.~~ Payment each year for the balance of the unused sick leave days shall be compensated in accordance with the aforementioned schedules. It is further agreed that payment for unused sick leave shall be made no later

than the pay prior to Christmas Day of each year. It is expressly understood that an employee must work the entire 12 month period from December 1st through November 30th to be eligible for the benefit.

3. In the event the employer purchases the balance of an employee's sick leave from that calendar year, and the employee utilizes sick leave thereafter in December, said sick leave may be deducted from the accumulated bank or be credited against the immediately succeeding year's sick leave allotment.

4. For dispatchers, a day shall be considered eleven and a half (11.5) hours.

5. Payment of compensation for accumulated unused sick days to Employees hired on or after May 21, 2010 shall only be made at the time of the Employee's retirement, and such payment shall not exceed \$15,000.00.

ARTICLE XVI
WORK SCHEDULE

1. Hours of work for all employees shall be from 8:30 A.M. to 4:00 P.M., Monday through Friday inclusive. All employees shall be allowed one half (1/2) hour leave for lunch, and two (2) fifteen minute coffee breaks, one to be taken in the morning and one in the afternoon.
2. It is agreed by both parties that the hours of work for the employees covered under this Agreement cannot be changed without notice to and negotiation with the Union.
3. Police Dispatchers shall work shifts of 11.5 hours daily. Employees shall be paid for such hours at the regular straight time rate including regularly scheduled hours on Saturday and Sunday.
4. Effective the last quarter of 2011, the dispatcher who works the night shift (6:00 p.m. - 6:00 a.m.) will receive 1 additional comp day per quarter.
5. The " Pitman" schedule will remain in full force and effect.
6. EMTs shall work shifts of 12 hours daily. Employees shall be paid for such hours at the regular straight time rate.

ARTICLE XVII
OVERTIME COMPENSATION

1. Except for EMTs and dispatchers, Overtime work shall be defined as all work performed in excess of the standard seven (7) hour work day inclusive of coffee breaks, exclusive of lunch. Compensation for all employees, including EMTs and dispatchers where applicable, for overtime work shall be computed as follows:
 - A. For hours worked in excess of thirty seven and one-half (37 ½) hours in any one week, inclusive of credit for holiday leave, the employee shall be paid at the rate of one and one-half (1 ½) times the regular straight time rate.
 - B. For hours worked on a Saturday, the employee shall be paid at the rate of one and one-half (1 ½) times the regular straight rate, with the exception of Dispatchers working regularly scheduled hours on the "Pitman" schedule.
 - C. For hours worked on a Sunday, the employee shall be paid at the rate of two (2) times the regular straight time rate, with the exception of Dispatchers working regularly scheduled hours on the "Pitman" schedule.
 - D. For hours worked in excess of eleven (11) hours in any one day, the employee shall be paid at the rate of two (2) times the regular straight time rate.
 - E. For hours worked on a holiday recognized under this Agreement, the employee shall be paid at the rate of one and one-half (1½) times the regular straight time rate, exclusive of holiday pay declared under Article XIV of this Agreement.
In no event shall an employee be compensated for overtime work under more than one formula set forth above.
2. For dispatchers, any shift work in excess of 11.5 hours in any one day, or in excess of eighty (80) hours in a two (2) week period, shall entitle the employee to be paid at the overtime rate of one and one-half (1 ½) times the regular straight time rate.
3. In the event an employee not on duty is called into work for an emergency either after the completion of a regular scheduled work day or prior to the commencement thereof, he/she shall receive the greater of the payment of Thirty (\$30.00) Dollars or a minimum of two (2) hours pay at the applicable overtime compensation rate required under

paragraph 1 above. Such payment shall be made regardless of time actually worked by the employee

4. Overtime work for Emergency assignments are recognized by both parties as necessary and required for the health, safety, and welfare of the inhabitants of the Borough. Emergency assignments shall not be refused.
5. The Borough shall pay overtime compensation biweekly
6. Overtime work within a department shall be distributed as to provide for equal or nearly equal opportunity for all employees in the department to work overtime.
7. Overtime work shall be offered first to employees within the department in which the work is required and then to employees in the White Collar Unit at large. Within the department, overtime work shall be offered first to employees working in the title in which the work is required and next to all employees within the department based upon seniority. After overtime work has been offered to all employees within the department, it shall be offered to employees outside of the department on the basis of seniority.
~~For dispatchers, any shift work in excess of 11.5 hours in any one day, or in excess of eighty (80) hours in a two (2) week period, shall entitle the employee to be paid at the overtime rate of one and one half (1 1/2) times the regular straight time rate. The Borough shall maintain a seniority roster for all White Collar employees. For purposes of this paragraph, there shall be two departments: (1) Administrative and Executive, which shall consist of Construction, Clerk and Administration employees, and (2) Court and Police which shall consist of all employees working with either the Police Department or the Municipal Court, and (3) EMTs which shall consist of all regularly employed (non per diem) emergency medical technicians.~~
8. In the event that Borough Hall is closed for the day, or closes more than two hours early, due to weather conditions pursuant to a State-Declared emergency closure, all Dispatchers who are required to work during such periods shall receive one-half hour of compensatory time off for each hour that Borough Hall is closed during the working day. This provision shall be applicable only for the period January 1, 2021-2025 through December 31, 2024-2027 and shall be deemed to have "sunset" as of December 31, 2024-2027.

ARTICLE XVIII

SENIORITY

1. Seniority is defined as an employee's total length of full-time service with the Borough beginning on his/her first date of employment. An employee whose service with the Borough was discontinued for reasons other than leave of absence and whose employment was subsequently resumed shall not accrue seniority credit during the time when he/she was not employed by the Borough.

2. All senior employees shall receive preference in connection with the scheduling of vacations.

3. Seniority shall be considered by the Borough in cases of promotions, demotions, layoffs and recall.

~~4. The Borough shall maintain an accurate seniority roster to show each employee's date of hire, classification and pay rate. A copy of said roster shall be furnished to the Union upon request, which request shall not be made more than two (2) times in one (1) year.~~

4. Every one-hundred and twenty (120) days, the Borough shall prepare and forward to the Union a seniority list of employees by classification and by length of service with the Borough. The seniority list shall be posted on the bulletin boards and will show the employees' names, classifications and seniority dates. The Borough shall additionally provide the Union an Excel file containing the name, job title, worksite location, home address, work telephone number, date of hire, work email address, any other personal email address or telephone number on file with the public employer, and any other information required to be provided by the Borough under the 2018 Workplace Democracy Enhancement Act [C.34:13A-5.11 et seq.].

5. The Borough shall notify the Union of all newly hired bargaining unit employees within ten (10) days of hire. With this notification the Borough shall provide the Union an Excel file containing the name, job title, worksite location, home address, work telephone number, date of hire, work email address, any other personal email address or telephone number on file with the public employer, and any other information required to be provided by the Borough under the 2018 Workplace Democracy Enhancement Act [C.34:13A-5.11 et seq.].