

## Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/2020 thru 12/31/2024 .

Employer: Town of West New York

County: Hudson

Date: 3/11/2021

Name: Jonathan Castaneda

Print Name

Title: Municipal Administrator

Signature

**New Jersey Public Employment Relations Commission**  
**POLICE AND FIRE**  
**COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM**

Line #

**SECTION I: Parties and Term of Contracts**

1 Public Employer:  County:   
2 Employee Organization:  Number of Employees in Unit:   
3 Base Year Contract Term:   
4 New Contract Term:

**SECTION II: Type of Contract Settlement (please check only one)**

5  Contract settled without neutral assistance  
6  Contract settled with assistance of mediator  
7  Contract settled with assistance of fact-finder  
8  Contract settled in Interest Arbitration  
9 If contract was settled in Interest Arbitration, did the Arbitrator issue an Award? Yes  No

**SECTION III: Base Salary Calculation**

The "base year" refers to the final year of the expiring or expired agreement.

N.J.S.A. 34:13A-16.7(a) defines base salary as follows: "'Base salary' means the salary provided pursuant to a salary guide or table and any amount provided pursuant to a salary increment, including any amount for longevity or length of service. It shall also include any other item agreed to by the parties, or any other item that was included in the base salary as understood by the parties in the prior contract. Base salary shall not include non-salary economic issues, pension and health and medical insurance costs."

10 Salary Costs in base year   
11 Longevity Costs in base year   
12 Other base year salary costs  
   
   
   
   
Sum of "Other" Costs Listed in Line 12.   
13 Total Base Salary Cost: (sum of lines 10, 11, 12):

SECTION IV: Increase in Base Salary Cost (for each year of New CNA)

14 Total Base Salary Cost from Line 13: \$4,831,633

Increases	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
15 Effective Date (month/day/year)	01/01/2020	01/01/2021	01/01/2022	01/01/2023	01/01/2024	
16 Cost of Salary Increments (\$)	100,645	723,895	111,070	93,886	90,271	
17 Salary Increase Above Increments (\$)	-	-	-	-	-	
18 Longevity Increase (\$)	12,845	25,655	32,968	28,558	15,294	
19 Total Increased Cost for "Other" Items (\$)	0	4,028	0	0	0	
20 Total Increase (\$) (sum of lines 16-19)	113,490	753,578	144,038	122,444	105,565	

SECTION V: Average Increase Over Term of New CNA

21 Dollar Increase Over Life of Contract \$1,239,115 [Take sum of all amounts listed on Line 20 above]

22 Percentage Increase Over Life of Contract 25.645% [Divide amount on Line 21 by amount on Line 14]

23 Average Percentage Increase Per Year 5.129% [Divide percentage on Line 22 by number of years of the contract]

**SECTION VI: Other Economic Items Outside Base Salary and Increases**

←Increases→

24	Item Description	Base Year Cost (\$)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
25	Totals (\$):							

**SECTION VII: Medical Costs**

Insurance Costs		Base Year	Year 1
26	Health Plan Cost	\$ 934,959	\$ 568,758
27	Prescription Plan Cost	\$ 233,284	\$ 116,642
28	Dental Plan Cost	\$ -	\$ -
29	Vision Plan Cost	\$ -	\$ -
30	Total Cost of Insurance	\$ 1,168,243	\$ 685,400

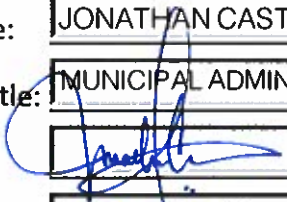
**SECTION VII: Medical Costs (continued)**

31	Employee Insurance Contributions	\$ <u>187,432</u>	\$ <u>189,563</u>
32	Contributions as % of Total Insurance Cost	<u>16.04</u> %	<u>27.66</u> %

**33 Identify any insurance changes that were included in this CNA.**  
MoA included agreed upon transition from Self Insured to State Health Benefit Plan

**SECTION VIII: Certification and Signature**

**34** The undersigned certifies that the foregoing figures are true:

Print Name: JONATHAN CASTANEDA  
Position/Title: MUNICIPAL ADMINISTRATOR  
Signature:   
Date: MARCH 11, 2021

Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: [contracts@perc.state.nj.us](mailto:contracts@perc.state.nj.us)

NJ Public Employment Relations Commission  
Conciliation and Arbitration  
PO Box 429  
Trenton, NJ 08625  
Phone: 609-292-9898

Revised 8/2016

**TOWN OF WEST NEW YORK  
COUNTY OF HUDSON, STATE OF NEW JERSEY**

**RESOLUTION #R20-517**

**RE: RATIFYING MEMORANDUM OF AGREEMENT WITH THE PSA, INC. ON  
TERMS FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT**

**WHEREAS**, the PSA and the Town, through its Municipal Administrators, (collectively the "Parties") have negotiated a Memorandum of Agreement ("MOA") on terms and conditions for a successor collective bargaining agreement ("CBA");

**WHEREAS**, the Parties are desirous of ratifying the terms and conditions set forth in the attached MOA were duly negotiated and executed with the PSA;

**NOW THEREFORE BE IT RESOLVED**, that the Mayor and Board of Commissioners of the Town of West New York do hereby ratify and authorize the execution of the MOA, which was proposed and negotiated with the PSA, attached hereto in form and substance as Exhibit A.

**BE IT FURTHER RESOLVED**, that the Mayor and Board of Commissioners of the Town of West New York do hereby authorize that the Mayor, Town Administrator, Chief Financial Officer, Municipal Clerk, and any other necessary official, officer or employee of the Town be and they are hereby permitted to execute any and all documents and to take any and all actions necessary to complete and realize the intent and purpose of this Resolution.

**BE IT FURTHER RESOLVED**, that the Mayor and Board of Commissioners of the Town of West New York do hereby authorize the Town Clerk to provide a copy of the executed Side Bar Agreement and First Amendments to be kept on file in the Municipal Clerk's Office.

**Adopted: December 30, 2020**

**I, Adelinny Plaza, Deputy Town Clerk, of the Town of West New York, County of Hudson, do hereby certify the foregoing to be a true and correct copy of the above resolution adopted by the Mayor and Board of Commissioners of the Town of West New York at a meeting held on December 30, 2020**

  
\_\_\_\_\_  
**Adelinny Plaza, RMC, Deputy Town Clerk**



Town of West New York  
Administration Office  
428-60<sup>th</sup> Street, Room 1  
West New York, NJ 07093

Police Supervisors Association, Inc.  
Town of West New York

## MEMORANDUM OF AGREEMENT

The Town of West New York (the “Town”) and the West New York Police Supervisors Association, Inc. (the “PSA”) agree to enter into a successor Collective Bargaining Agreement (“CBA”) with an effective term of January 1, 2020 through December 31, 2024. All provisions contained within the CBA shall remain the same unless otherwise specified in this Memorandum of Agreement (“MOA”). The terms and conditions set forth herein address the PSA’s demands in balance with the interests and welfare of the Town’s taxpayers and residents. This MOA is subject to ratification by the PSA and the Mayor and Board of Commissioners of the Town.

The parties, through legal counsel, shall draft and review the successor agreement for typographical, grammatical, and structural issues and shall make such non-substantive changes, including correcting all dates in the successor agreement to coincide with the new term. The parties’ CBA shall be redlined to incorporate this MOA upon the parties’ respective ratification.

1. **Term:** Five (5) year agreement (January 1, 2020 through December 31, 2024).
2. **Scope of Agreement:** Article II, Section 1 shall be amended to exclude the rank of Deputy Chief of Police from the PSA’s bargaining unit.
3. **Wages and Pension:** Article XI shall be amended to adjust the base pay of the employees covered by the CBA by 13.30% over the five (5) years as follows:
  - January 1, 2020 - 1.00% | July 1, 2020 – 3.00%
  - January 1, 2021 - 1.40% | July 1, 2021 – 1.40%
  - January 1, 2022 - 1.25% | July 1, 2022 – 1.25%
  - January 1, 2023 - 1.00% | July 1, 2023 – 1.00%
  - January 1, 2024 - 1.00% | July 1, 2024 – 1.00%

Retroactive pay shall be paid in a separate check in within 60 days of the ratification of this MOA by the parties.

Members shall be eligible for a 1.00% increase on December 31, 2024, which shall be reflected by no later than January 15, 2025.

Effective January 1, 2021, a one-time fixed dollar amount of \$1,100 shall be rolled into the pensionable base salary.

4. **Vacation and Vacation Pay:** Article VIII shall be amended to provide that vacation carryover shall be limited in accordance with Civil Service Commission rules and regulations.
5. **Sick Leave:** Article IX shall be amended as follows:
  - Article IX, Section 6 (d) This article shall be gender neutral. The use of gender shall be interchangeable. The various benefits provided shall also be provided for surrogate pregnancies.
  - Annual Medical Examination – Authorized Wellness Day as a Sick Day – not charged against sick leave incentive pay. Must provide proof of attendance at authorized wellness center for evaluation.
  - Section 4 shall be amended to read as follows: (a) An employee who does not use any sick days from January 1 through December 31, shall receive six (6) days’ pay. (b) An employee who only uses one (1) sick day from January 1 through December 31 shall receive five (5) days’ pay. (c) An employee who only uses two (2) sick days from January 1 through December 31 shall receive four (4) days’ pay. (d) An employee who only uses three (3) sick days from January 1 through December 31 shall receive three (3) days’ pay. (e) An employee who only uses four (4) sick days from January 1 through December 31 shall receive two (2) days’ pay. These amounts will be payable in the first pay period of the new year.

*The Town of West New York is proud to be a drug free workplace and an equal opportunity employer.*



- Anyone that retires after January 1, 2022 – your medical benefits post-retirement is capped at active employee coverage levels (i.e., single, spousal, or family coverage whatever the employee had pre-retirement). Should circumstances change, (i.e. post retirement - new child, new marriage etc.) coverage can be purchased at full rate for any new additional dependents. Exception for widowed members or members who have never had anything but single coverage to the extent allowed by State and Federal law.
- Article IX, Section 3
  - Revise subsection (d) to read: “It is agreed that the catastrophic sick bank will be modified to reflect that officers will exhaust their sick bank to maintain a level of forty-five (45) sick days. Once coming down to a forty-five-day level the catastrophic illness complement will initiate.
  - Add subsection (e): “Effective January 1, 2020, the amount of time set forth in subsection (c) shall be modified from eighteen (18) calendar months to twelve (12) calendar months. A twelve (12) month limitation shall be established during which an Employee may utilize the Bank at any one time.

6. **Terminal Leave:** Eliminate Section 2, 3, and 4 of Article XIII. Article XIII shall be amended to provide that the Town may, at its sole discretion, facilitate the immediate retirement and separation of employees on terminal leave in order to fill all necessary positions to ensure operational needs by tendering the payment of earned, accumulated, and unused time upon separation or retirement.
- Amend Article XIII, Section 5 to provide that supplemental compensation for accrued sick leave shall be capped for anyone hired on or after June 8, 2007 or May 21, 2010 as applicable, respectively pursuant to N.J.S.A. 11A:6-19.1 and -19.2.
  - Members hired on or prior to June 8, 2007 or May 21, 2010 as applicable shall be capped in the manner currently provided by current contract. Pursuant to New Jersey law, no removal of current CAPS (i.e., Article XIII Section 5) will be deleted.

Article XIII shall be amended to provide that once an employee commences terminal leave, he/she may not return to active duty and must proceed with retirement from the Department. Employees on terminal leave shall not continue to accrue contractual benefit service time (i.e., sick and vacation time).

7. **Clothing Allowance:** Article XIV shall be modified. The \$850.00 clothing allowance and the \$250.00 clothing maintenance allowance shall be eliminated. Effective January 1, 2020, upon promotion to each rank (i.e., Sergeant, Lieutenant, and Captain), a one-time promotional stipend of \$350.00 will be provided.
8. **Medical-Surgical and Major Medical/Dental:** Article XV shall be amended to provided that all active employees shall contribute Tier 4 P.L. 2011, C. 78 employee premium contributions towards their health care insurance. Subject to complete enrollment of the Town’s aligned and non-aligned personnel, the Town shall transition to the State Health Benefits Program as the health insurance provider. The Town shall provide benefit options substantially equivalent to SHBP NJ Direct 10, SHBP – HMO 10, SHBP NJ Direct 15, SHP – NJ Direct PPO Early Retirement Plan, and/or SHBP – HDHP 1500. Employees shall have the option of choosing their coverage level among the offerings, including SHBP NJ Direct 10 or SHBP NJ Direct 15.

Retiree and member health benefit contributions shall be governed by the terms and rates set by New Jersey Statutes including N.J.S.A. 40A:10-21.1 and N.J.S.A. 52:14-17.28, et seq., (P.L. 2011, Chapter 78) as may be amended or modified by any applicable judicial ruling or legislation. The contribution rate toward healthcare will be governed pursuant to Chapter 48, which notes that retirees will pay a percentage of the premium based on their annual pension allowance. Effective January 1, 2021, employees that retire from the Town of West New York will be required to contribute no more but no less than 1.5% of their pensionable allowance towards retiree health benefits. Rate shall be revisited at discussion for successor agreement.

Retirees must meet the requirements of N.J.S.A. 40A:10-23, in addition to all PFRS requirements, to be eligible to receive medical benefits in retirement. Retirees must have served at least 20 or more years of service with the Town of West New York at the time of retirement to be eligible for medical benefits in retirement.



Article XV, Section 6 – remove “per year”; add “a one-time Orthodontic benefit,” before the phrase “...which will include two thousand five hundred (\$2,500.00) of coverage per participant for Orthodontic work”, also add “during the lifetime of the benefit participant” after that phrase. This shall take effect January 1, 2021.

Anyone that retires after January 1, 2020 – your medical benefits post-retirement are capped at active employee coverage levels and coverage and limitations shall be governed subject to the State Health Benefit Plan allowances.

- 9. **Longevity:** Article XII, Section II shall be amended as follows: Effective January 1, 2021, contractual longevity shall be converted to the following fixed dollar amounts for all PSA unit members promoted into the PSA after July 1, 2020:

Years of Service	Sergeant	Lieutenant	Captain
Years 5-7	\$4,000	\$5,000	\$6,000
Years 8-11	\$6,200	\$7,200	\$8,200
Years 12-15	\$8,800	\$10,200	\$11,800
Years 16-19	\$11,000	\$13,000	\$15,000
Years 20-24	\$13,300	\$15,300	\$17,500
Years 25+	\$15,000	\$18,000	\$20,500

- 10. **FMLA/NJFLA:** Employees may use accrued and unused vacation, sick, and compensatory time concurrently with any eligible FMLA/NJFLA statutory medical/family leave period in accordance with State and federal law.
- 11. **College Credits:** Article XXXIV shall be amended to 32.00 per credit and shall emphasize that only undergraduate and graduate course work that leads to the conference of an undergraduate and graduate degree by an accredited institution of higher education in a field that the Town determines is reasonably related to law enforcement duties.
- 12. **Agency Shop Fees:** The requirement regarding the Agency Shop Fee shall be applied consistent with the U.S. Supreme Court’s June 27, 2018 decision in *Janus v. AFSCME, Council 31*, and the New Jersey Workplace Democracy Enhancement Act.
- 13. **Overtime and Compensatory Time in Lieu of Overtime:** Article VI shall be amended to be provided that all overtime earned after January 1, 2020 under this Article shall be given in compensatory time or cash payment at the employee’s option on a one and one-half (1 ½) for one (1) basis. Compensatory time shall be capped at 480 hours in accordance with federal law. If an employee chooses said overtime compensation in cash, the employee will receive said overtime pay no later than the second (2<sup>nd</sup>) pay period from which it was earned.

The hourly rate of pay for all purposes shall be based on the employee’s annual base salary.

Upon the prior written approval of the Police Director or his/her designee and subject to the needs of the Police Department, the employee’s preference as to when such compensatory time may be taken will be observed wherever possible.

Amend Article VI, Section 6 to read “The Union and the Employer agree that a special duty roster will be posted on the Department Bulletin Board, said roster shall list all supervisors in seniority order within their respective ranks.” This list shall be used with Jobs4Blue assignments and departmental overtime.

Effective January 1, 2020, the Town may implement a four (4) on and four (4) off patrol schedule comprised of a 9.5-hour shift subject to PSA shift bidding based on seniority and past practice. The first ten (10) hours of a shift shall be paid at straight time. Any inconsistent provision or section of the contract shall be deleted as null and void. Patrol officers shall be entitled to overtime compensation after the ten (10) hour daily shift.

Should any of the terms of this provision be found to be prohibited by the Federal Labor Standards Act, the New Jersey Wage and Hour Law, and/or any other applicable laws or regulations, the mandates of that law or regulation shall prevail.”

Midnight Shift Differential – a non-pensionable stipend of \$500.00 every six (6) months to be paid January 1 and July 1 after completion (prorated amount if transferred (in or out) within a six-month period).

- 14. Amend Article XXXV to include: Effective January 1, 2020, employees promoted to the ranks of Lieutenant and Sergeant shall have their promotional salary waivers reduced to a period of one (1) calendar year from the date of




promotion. Captains shall have their promotional salary waivers reduced to a period of six (6) months from the date of promotion.

Effective January 1, 2021, promotions shall continue to be made at the Town’s sole discretion based on Civil Service eligibility, operational needs, and financial considerations. The Town and the PSA shall work collaboratively to eliminate the need for promotional salary waivers prior to announcing any promotional appointments. The parties agree that waivers, if any, shall be subject to mutual agreement and subsequent ratification.

- 15. The CBA shall be amended to incorporate the pertinent provisions of the Workplace Democracy Enhancement Act.
- 16. Article VI Section 6 – add “E. Employer will in good faith abide by the above protocol, however, it reserves the right to designate off-duty assignments subject to an emergency and/or operational needs and in full exercise of its managerial prerogative to make assignments.”  
  
Article VIII Section 3 – add “Employer reserves the right to have the ultimate approval over vacation requests subject to operational needs, allowances shall be made for denied requests per *N.J.S.A. 11A:6-3(e)*.”
- 17. Article X Section 1 – add “upon submission and approval of bills by Employer that are not otherwise compensated pursuant to Worker’s Compensation”
- 18. Article XXXIII Section 1 – add “upon the submission of proper documentation and approval of by the Mayor and Board of Commissioners as prescribed by law.”
- 19. Flex-Time for Online Training that is required by the Department may be done during off duty hours subject to advanced approval by the Administrative Captain, on an hour for hour straight time basis, to expire at the end of the calendar year. Allowances made by Administrative Captain subject to departmental operating needs. On duty training shall incur no additional compensation.
- 20. Off Duty Work and departmental over time: No obstruction of managerial prerogative – all off-duty private retention for police services shall be monitored, controlled, and assigned by the Police Director or their designee.
- 21. If not stated herein, all applicable terms and conditions in the CBA shall remain the same and represents the complete understanding of the parties, except that all applicable federal or state laws that contradict any term in the CBA or this MOA shall supersede.
- 22. This Agreement is subject to ratification by the PSA’s members and by the Mayor and Board of Commissioners and shall be effective immediately upon final authorized execution.

The undersigned parties agree to the terms above and said agreement shall be immediately enforced and incorporated into the parties’ successor CBA.

**TOWN OF WEST NEW YORK**

  
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**POLICE SUPERVISORS ASSOCIATION**

  
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Date: December 28, 2020

