

New Jersey Public Employment Relations Commission
NON-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: New Contract Term:

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

4 Contract settled without neutral assistance

5 Contract settled with assistance of mediator

6 Contract settled with assistance of fact-finder

7 Contract settled with assistance of super-conciliator

8 If contract was settled in fact-finding, did the fact-finder issue a report with recommendations?
 Yes No

SECTION III: Salary Base

The salary base is the cost of salaries in the final year of the expired or expiring agreement. This is the base cost from which the parties negotiate the salary increases.

9 Salary Costs in Base Year \$

10 Longevity Costs in Base Year \$

11 Total Salary Base \$

SECTION IV: Salary Increases for Each Year of New Agreement*

	Year 1	Year 2	Year 3	Year 4	Year 5
12 Effective Date (month/day/year)	<input type="text" value="2021"/>	<input type="text" value="2022"/>	<input type="text" value="2023"/>	<input type="text" value="2024"/>	<input type="text"/>
13 Cost of Salary Increments (\$)	<input type="text" value="27,024.94"/>	<input type="text" value="27,543.10"/>	<input type="text" value="28,950.68"/>	<input type="text" value="29,864.61"/>	<input type="text"/>
14 Salary Increase Above Increments (\$)	<input type="text" value="14,600.00"/>	<input type="text" value="62,990.90"/>	<input type="text" value="39,727.58"/>	<input type="text" value="9,938.49"/>	<input type="text"/>
15 Longevity Increase (\$)	<input type="text" value="60,844.48"/>	<input type="text" value="61,408.90"/>	<input type="text" value="62,636.81"/>	<input type="text" value="63,889.54"/>	<input type="text"/>
16 Total \$ Increase (sum of lines 13-15)	<input type="text" value="102,469.42"/>	<input type="text" value="141,251.90"/>	<input type="text" value="131,315.07"/>	<input type="text" value="103,692.67"/>	<input type="text"/>
17 New Salary Base (\$)	<input type="text" value="1,441,397.25"/>	<input type="text" value="1,447,539.00"/>	<input type="text" value="1,493,211.26"/>	<input type="text" value="1,519,850.60"/>	<input type="text"/>
18 Percentage increase over prior year	<input type="text" value="2"/> %	<input type="text" value="2"/> %	<input type="text" value="2"/> %	<input type="text" value="2"/> %	<input type="text"/>

**If contract duration is longer than five years, please add an additional page.*

SECTION V: Increases in Other Contractual Economic Items or Newly Added Economic Items*

19	Item Description	Base Year Cost (\$)	Year 1 Increase (\$)	Year 2 Increase (\$)	Year 3 Increase (\$)	Year 4 Increase (\$)	Year 5 Increase (\$)
20	Totals(\$):						

**If contract duration is longer than five years, please add an additional page.*

SECTION VI: Medical Costs

	Base Year	Year 1	
21	Health Plan Cost	\$ 383,976	\$ 382,428
22	Prescription Plan Cost	\$	\$
23	Dental Plan Cost	\$	\$
24	Vision Plan Cost	\$	\$
25	Total Cost of Insurance	\$ 383,976	\$ 382,428
26	Employee Insurance Contributions	\$ 106,846.92	\$ 115,552.08
27	Employee Contributions as % of Total Insurance Cost	28 %	30 %

Section VI: Medical Costs (continued)

28 Identify any insurance changes that were included in this CNA.

SECTION VII: Certification and Signature

29 The undersigned certifies that the foregoing figures are true:

Print Name: Sandra Olivola

Position/Title: Municipal Clerk

Signature: *Sandra Olivola*

Date: 11-3-2021

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

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

Revised 8/2016

AGREEMENT

Between

**THE EMPLOYEES OF THE DEPARTMENT OF PUBLIC WORKS
(ROAD, SEWER, AND WATER)**

AND

**THE BOROUGH OF WOODLAND PARK
PASSAIC COUNTY
STATE OF NEW JERSEY**

FOR THE CALENDAR YEARS

2021 THROUGH 2024

WITNESSETH

WHEREAS, pursuant to the provisions of Chapter 303 of the Laws of 1968 of the State of New Jersey, the Association representing the employees of the Department of Public Works (Road, Sewer & Water) of the Public Employer (hereinafter the “Association”), did submit their demands on salaries, hours of work and certain conditions of employment after formation of a Public Employees Bargaining Unit; and

WHEREAS, the Public Employer and the Association did negotiate on salary and certain other proposals regarding working conditions for the term commencing January 1, 2021 to and including December 31, 2024 and came to agreement thereon;

NOW, THEREFORE, in consideration of the premises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties hereto as follows:

ARTICLE I

RECOGNITION

Section 1. The Public Employer hereby recognizes the Association as the sole and exclusive representative for purposes of collective bargaining for Laborers of the Department of Public Works (Road, Sewer & Water) of the Borough of Woodland Park. The aforesaid being the full time permanent employees of said Department.

ARTICLE II

MANAGEMENT PREROGATIVES

Section 1. Nothing in this agreement shall be deemed to limit or restrict the Borough of Woodland Park as Public Employer in any way in the exercise of the functions of management, including but not limited to the right to manage, control and operate its facilities; to subcontract; direct the working forces, hire, promote, transfer, suspend, discipline or discharge employees for cause; or lay off employees for lack of work or for other proper reasons; the right to require employees to observe the Borough of Woodland Park's rules and regulations or the Borough of Woodland Park's right to make rules and regulations relating to the operation of its facilities not inconsistent with the terms of this Agreement; the Borough of Woodland Park's right to introduce new and improved methods of operation, install new facilities, change existing methods or facilities; all of which rights are vested exclusively in the Borough of Woodland Park.

ARTICLE III

GRIEVANCE PROCEDURE

Section 1. A grievance shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any matter of wages, hours and working conditions or any dispute between the parties involving interpretation or application of any provision of this Agreement.

Section 2. A grievance shall be processed as follows:

Step 1. The employee, employees involved or the employee's representative shall present the grievance in writing to the employee(s) department head no later than two (2) working days of the occurrence causing the grievance. The response shall be made within three (3) working days to the employee(s) by said department head, as long as the department head is scheduled to work during that three (3) day period.

Step 2. If the grievance is not settled by Step 1, the grievance shall be submitted in writing to the Borough Administrator by the employee, employees involved or the employee's representative. The answer to such grievance shall be in writing with copies to the employee(s), department head and Mayor, and shall be made within five (5) working days of its submission, as long as the Administrator is scheduled to work during that five (5) day period.

Step 3. If the grievance is not settled by the preceding Steps, then the employee(s) shall have the right to request in writing that the Mayor act on the grievance. A written response shall be served upon the employee(s) Department Head and Administrator within seven (7) working days after the submission of the grievance.

Step 4. If the aggrieved is a permanent employee, he shall now have the right to pursue all legal remedies afforded by the provisions of the Civil Service Act, should the grievance not be settled by Step 3.

ARTICLE IV

SALARIES & PROMOTIONS

Section 1. Except as otherwise stated in Section 4 of this Article, effective January 1, 2021, the salary schedule for all employees hired prior to January 1, 2008 and who are represented by the D.P.W. for the years 2021 through 2024, shall be as designated in the Attachment to this agreement, which reflects annual salary increases as follows:

CALENDAR YEAR	PERCENTAGE INCREASE
2021	2%
2022	2%
2023	2%
2024	2%

The salary chart for those employees hired after January 1, 2008, shall contain eight (8) steps as shown in the Attachment.

Section 2. Any retroactive increases shall be paid in a separate paycheck.

Section 3. Effective January 1, 2021, three positions of Public Works Repairer (02935) will be established in order to achieve a proper chain of command in the Public Works Department, under the rules and regulations of the NJ Civil Service Commission. Employees promoted to the position of Public Works Repairer will received a \$3,000 salary adjustment upon said promotion.

ARTICLE V

LONGEVITY

Section 1. All full-time permanent employees hired prior to August 15, 1998, shall be entitled to longevity pay based upon years of consecutive and accumulative service to the municipality in accordance with the following guide:

<u>YEARS OF SERVICE</u>	<u>% OF BASE SALARY</u>
After completion of five (5) years	2 percent
After completion of ten (10) years	4 percent
After completion of fifteen (15) years	6 percent
After completion of twenty (20) years	8 percent
After completion of twenty-four (24) years	12 percent

Section 2. All full-time permanent employees hired on or after August 15, 1998, shall be entitled to longevity pay based upon years of consecutive and accumulative service to the municipality in accordance with the following guide:

<u>YEARS OF SERVICE</u>	<u>% OF BASE SALARY</u>
After completion of fifteen (15) years	6 percent
After completion of twenty (20) years	8 percent
After completion of twenty-four (24) years	12 percent

Section 3. All periods of service shall be computed from January 1st of the year of full time permanent appointment unless the date of said appointment took place on or after July 1st, in which case said period of service shall be computed from January 1st of the year following said appointment. Said longevity pay shall be paid in equal payments within the employees' regular periodic paycheck. If an employee leaves the employment of the Borough of Woodland Park in year the longevity is due, he is entitled to longevity pro-rated on the basis of one-twelfth (1/12) for each month of service completed. Leaves

of absence, unless caused by illness or service-connected disability, will disqualify an employee from receiving any longevity as he shall not have had consecutive and cumulative service.

ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 1. The basic work week for all regular employees hired prior to January 1, 2008 shall be required to work forty (40) hours of work, Monday through Friday, eight (8) hour days, starting at 7:00 A.M. to 3:00 P.M. The basic work week for all regular employees hired after January 1, 2008 shall be required to work forty (40) hours of work, five (5) consecutive days at the discretion of management, eight (8) hour days, starting at 7:00 A.M. to 3:00 P.M. Lunch breaks will be from 12:00 NOON – 12:30 PM, unless requested by or approved by a supervisor.

Section 2. Overtime shall be defined as work in excess of the employee's basic work pay or work week and shall be computed at time and one-half rate of pay (150% of the hourly rate).

Section 3. Regular employees shall have first preference over part time employees to work overtime when required.

Section 4. Overtime work shall be distributed among regular employees as equally as possible to those who are qualified to do the work required.

Section 5. Employees called upon to work overtime during emergencies shall be paid for a minimum of three hours.

Section 7. Employees called upon to work because of an emergency on a holiday, when they are not scheduled for that day, shall be paid at the rate of double time for all hours worked. The minimum hours of work to be paid shall be three (3). The effective date of this Section shall be the date of execution of the contract by both parties.

ARTICLE VII

VACATIONS

Section 1. Every employee who has accumulated the seniority hereinafter specified shall be entitled to vacation with pay for the respective number of days at his regular salary as follows:

- | | |
|--|---|
| • Up to one (1) year of service | One (1) working day for each month of service |
| • After one (1) yr and up to ten (10) yrs of service | Twelve (12) working days |
| • After ten (10) yrs and up to fifteen (15) yrs of service | Fifteen (15) working days |
| • After sixteen (16) years of service | Sixteen (16) working days |
| • After seventeen (17) years of service | Seventeen (17) working days |
| • After eighteen (18) years of service | Eighteen (18) working days |
| • After nineteen (19) years of service | Nineteen (19) working days |
| • After twenty (20) years of service and over | Twenty (20) working days |
| • After twenty-two (22) years of service | Twenty-one (21) working days |
| • After twenty-five (25) years of service and over | Twenty-two (22) working days |

During the last calendar year of employment with the Borough, employees shall earn vacation time at the rate of one twelfth (1/12) per month of the respective number of vacation days at his/her level of seniority. For example: if an employee with twenty (20) years of service ceases employment with the Borough on July 1st, regardless of reason, he/she will be entitled to ten (10) vacation days for that calendar year as calculated – 20 vacation days / 12 months X 6 (Jan – June) = 10.

ARTICLE VIII

HOLIDAYS

Section 1. All full-time Public Employees shall be entitled to thirteen and one half (13.5) paid holidays, as follows: New Year's Day; Martin Luther King, Jr. Day; Good Friday; Memorial Day; Columbus Day; President's Day; Independence Day; General Election Day; Veteran's Day; Labor Day; Thanksgiving Day; Day After Thanksgiving Day; Christmas Eve (1/2 day) and Christmas Day.

ARTICLE IX

HEALTH INSURANCE

Section 1. The employer agrees to continue to provide all medical and dental insurance coverage negotiated at the signing of this Agreement. The parties further agree that the employees will be required to contribute to the cost of said medical and dental insurance in compliance with New Jersey State Statutes Public Law 2011, Chapter 78. The Borough shall be responsible to calculate and deduct said contributions from the employee's pay. This insurance will cover all D.P.W. Employees covered by this Agreement, their spouses and eligible dependent children. This insurance will be provided by a health insurance carrier, self insurance or other means at the discretion of the Borough.

The employer reserves the right to change the insurance carrier so long as the benefits, defined as medical procedures, visits, surgeries, rehab, etc., are substantially similar to

the current benefits. Elective procedures such as Lasik surgery, breast augmentation and other similar cosmetic procedures shall not be covered except as medically necessary. In the event the employer seeks to change the carrier, it will give the D.P.W. at least sixty (60) days notice as long as the employer has sixty (60) days to provide such notice.

Section 2. The employer agrees that for employees hired prior to January 1, 1995, who have completed a minimum of twenty five (25) years of continued service or have worked for the Municipality, fifteen (15) years and have reached the age of 62, the insurance stipulated herein shall continue to be provided to retirees and their spouses upon retirement in accordance with N.J.S.A. 40A:10-23. Upon attaining the age of 65, the retiree and his/her spouse shall be entitled to said insurance as supplementary medical insurance, which cost shall be borne by the Employer.

At the time of retirement, the current spouse will be covered with health benefits. If the retiree should divorce that spouse, that spouse will no longer be covered with health benefits from the municipality. If the retiree remarries, the new spouse shall be covered with health benefits. No dependents of the new spouse shall be covered with benefits. If the retiree and the new spouse have dependents together, those new dependents will be covered.

The employer shall not be responsible for providing health insurance to retirees as defined herein who receive health insurance from another employer of the employee subsequent to the date of retirement. An employee-retiree shall be reinstated into the Borough provided plan upon termination of coverage by the subsequent employer, which cost shall then be borne by the Borough.

Section 3. Employees shall be entitled to waive health insurance coverage in compliance with New Jersey State Statutes N.J.S.A. 40A:10-17.1, whereby payment for such waiver cannot exceed the lesser of twenty-five percent (25%) of the amount saved by the Borough as a result of the waiver, or \$5,000.00, provided that the employee can demonstrate that he/she has alternative medical coverage for the employee and dependents. Such waiver will be in writing. The employee will receive the calculated amount in quarterly payments. Employees will be able to return to the Borough's health insurance program under the following circumstances; (1) employee loses his or her alternative health insurance; (2) during the period of open enrollment; or (3) if the employee's alternative medical coverage changes. In the case of an employee that re-enrolls, the Borough will be entitled to a pro-rated return of the amount received by the employee as a result of an employee's waiver.

Section 4. Effective January 1, 2021, no employee hired after January 1, 2021 will be eligible to enroll in the Aetna Open Access \$0 health benefit plan option. Available health care plans are annexed in Appendix B of this agreement.

ARTICLE X

UNIFORMS

Section 1. Effective January 1, 2021, the employer will adjust the employee's base salary by \$600 in lieu of a uniform allowance. Each employee covered by the collective bargaining agreement agrees to secure themselves the proper uniforms to ensure neatness and safety to appropriately represent themselves as Borough employees. Management reserves the right to direct the employee to secure new

uniforms, protective boots, and outerwear if existing outfits are worn or deemed unsafe.

Section 2. The employer shall provide six (6) t-shirts to all regular employees. The employer also agrees to purchase one (1) winter work coat for each employee in odd years beginning in 2023 at a cost not to exceed \$100 per employee.

ARTICLE XI

EYEGLASSES

Section 1. The employer shall pay for an eye examination or prescription eyeglasses to either the employee, their spouse or eligible dependent children upon submission of Municipal Voucher form with evidence of payment for said services a maximum per family of Five Hundred (\$500) dollars per year. Single coverage employees shall receive a maximum of Two Hundred (\$200) dollars per year.

ARTICLE XII

BEREAVEMENT & PERSONAL LEAVE

Section 1. Full time permanent personnel shall be entitled to up to three (3) days personal leave with pay each calendar year for a death in the immediate family. Immediate family shall be defined as follows: mother, step mother, father, step father, son, step son, daughter, step daughter, sister, brother, husband, wife, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandparent, or grandchild. In the event of more than one death in a given calendar year, the employee may request in writing to the Mayor or Administrator consideration for an additional personal leave.

Section 2. Full time permanent personnel shall be entitled to up to four (4) days personal leave with pay each calendar.

Section 3. Any other reason for personal leave, subject to the Mayor's or Administrator's approval may be taken without compensation and in no case will consideration be given for personal leave other than stated above. In no case shall personal leave exceed five (5) days.

Section 4. The department head shall be notified in sufficient time to secure a replacement.

ARTICLE XIII

MAINTENANCE OF WORK OPERATIONS

Section 1. There shall be no strikes, work stoppages or slowdowns of any kind during the life of this Agreement. No officer or representative of the Associations shall authorize, institute or condone any such activity. No employee shall participate in any such activity. The Public Employer shall have the right to take disciplinary action, including discharge, against any employee participating in a violation of the provisions of this Article.

Section 2. The Association will not schedule any membership meeting or demonstration which may have the same effect as a strike or work stoppage.

ARTICLE XIV

RESIGNATION OR TERMINATION OF EMPLOYMENT

Section 1. An employee who desires to resign from his position in the Public Works

Department and/or the Department of Water Pollution Control shall be required to submit his resignation in writing to the employer thirty (30) days prior to his requested termination date.

Section 2. An employee who resigns or is terminated from his position in the Public Works Department and/or the Department of Water Pollution Control prior to the effective date of the adoption of the annual Salary Ordinance by the Employer, shall not be entitled to any salary increment, increase or other benefits provided for in said Salary Ordinance.

ARTICLE XV

SAVINGS CLAUSE

Section 1. Should any part of any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or any decree of a Court or tribunal of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof.

Section 2. The parties hereto further agree that this Agreement will be subject to, comply with and be governed by all applicable laws, Executive Orders, rulings and regulations of any tribunal of competent jurisdiction.

ARTICLE XVI

SICK LEAVE

Section 1. Employees covered by this Agreement shall be entitled to fifteen (15) days per annum as sick leave. Said sick days not utilized each year shall continue to accumulate from year to year.

During the last calendar year of employment with the Borough, employees shall earn sick time at the rate of 1.25 (15/12) days per month. For example: if an employee ceases employment with the Borough on May 1st, regardless of reason, he/she will be entitled to five (5) sick days for that calendar year as calculated – $1.25 \times 4 \text{ months} = 5 \text{ sick days}$.

Section 2. For employees who have completed a minimum of ten (10) years of continued service, upon retirement, as defined pursuant to the Public Employees Retirement System, all unused and accumulated sick days shall be compensated to each employee as follows:

- (a) The employee shall receive a lump sum cash payment at his then current rate of pay on a one-for-two basis until a maximum amount of Ten Thousand Dollars (\$10,000.00) is due and owing said employee for unused and accumulated sick leave.
- (b) The employee shall receive terminal leave for the balance thereafter of his unused and accumulated sick leave, if any, on the basis of one for every two days of sick time.

Section 3. An employee must advise the Employer of his retirement prior to April 1st of the year in which he will retire. Payment will then be provided upon his retirement date or in April, whichever is later. In the event notice is rendered the employee shall be compensated in the first pay period following January. An employee may elect to receive

his payment in the following calendar year even if notice of retirement is rendered to the Employer prior to April 1st of the year in which the Employee retires, provided that such option is exercised in writing at the same time the employee provides his notice.

Section 4. Sick leave is distinct from leave provided as a result of an injury or illness sustained in the performance of an employee's duty and work-related. In the event an employee receives compensation from another source (e.g., disability) while on sick leave which is reimbursed to the Borough, then the employee shall be credited the amount of the reimbursement as against his accrued sick leave.

Section 5. In the event of death of an employee, his estate shall be entitled to the compensation provided in this Article.

ARTICLE XVII

TERMS OF CONTRACT

Section 1. This Agreement shall become effective on January 1, 2021 and shall terminate on December 31, 2024. If either party desires to change this Agreement, it shall notify the other party in writing prior to the expiration date of this Agreement of the proposed changes and their desire to terminate this Agreement. If Notice is not given as herein required, this Agreement will automatically be renewed for another year.

ARTICLE XVIII

RESIDENCY

Section 1. The Borough of Woodland Park Ordinance No. 3-21 sets forth the residency requirements to be adhered to by the Association.

ARTICLE XIX

DUES DEDUCTION

The Borough agrees to deduct Union dues and any Union initiation fees for the Union from the wages of an employee covered by this Agreement, pursuant to the existing statute as amended, provided at the time of such deduction there is in the possession of the Borough a current written assignment, individually and voluntarily executed by the employee. The Union shall be responsible for securing the signatures of its members on the forms and delivering the signed forms to the Borough.

The Borough agrees to deduct 85% of the current dues from the wages of any employee who has elected not to become a member of the Woodland Park D.P.W. Association.

The Borough will deduct the current union dues from the pay of the employee(s) on a weekly or a monthly basis; however, not more than four (4) times in any one month provided that, if an employee has no pay coming for such pay period or if such pay period is the first pay of a new employee, such dues shall be deducted from the next appropriate pay period. The Borough will deduct from the pay of employee(s) in any one month only dues incurred while an individual has been in the employ of the Borough and only such amounts becoming due and payable in such month. The Borough shall remit to the Union all dues collected on a monthly basis. Such dues shall be remitted on or before the tenth (10th) day of the following month.

In the event that a refund is due an employee for any sums deducted from wages and paid to the Association, it shall be the responsibility of such employee to obtain the appropriate refund from the Association.

If during the life of this Agreement, there shall be any change in the rate of membership

dues, the Association shall furnish to the Borough notice of the change at least thirty (30) days prior to the effective date of such change.

The Association shall indemnify and hold the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Borough for purpose of complying with the provisions of this Article.

ARTICLE XX

CDL REQUIREMENT & PHYSICAL FITNESS EVALUATION

Section 1. Effective January 1, 2021, current employees who do not hold a valid Commercial Driver's License (CDL) issued by the NJ Motor Vehicle Commission must secure their CDL license within one (1) year of the execution of this collective bargaining agreement. Upon earning said license each current employee will receive a \$400 adjustment to their base salary. Employee who currently hold a CDL will receive a \$400 adjustment to their base salary upon execution of this collective bargaining agreement.

Section 2. Employees hired after January 1, 2021, will be required to earn a valid Commercial Driver's License (CDL) issued by the NJ Motor Vehicle Commission within six (6) months of their date of hire.

Section 3. Effective January 1, 2021, all newly hired employees, as a condition of employment, will be required to complete a physical fitness evaluation before they begin work at the Woodland Park Department of Public Works. The physical fitness evaluation

will be conducted by a doctor recommended by the Borough's insurance carrier and at the Borough's expense.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the day and year first above written.

THE BOROUGH OF WOODLAND PARK

THE ASSOCIATION OF THE
EMPLOYEES OF THE
DEPARTMENT OF PUBLIC
WORKS (ROAD, SEWER &
WATER) OF THE BOROUGH
OF WOODLAND PARK




Mayor Keith Kazmark, Mayor

10/8/21
Date



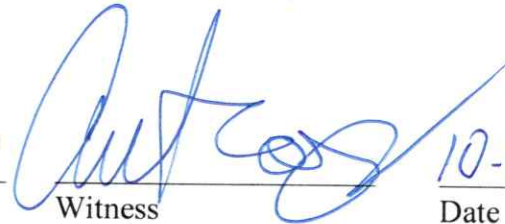
Matthew Mulroony, President

10-8-21
Date



Sandra Olivola, Municipal Clerk

10/8/21
Date



Witness

10-8-2021
Date