



**2021  
BOROUGH OF DUMONT  
RESOLUTION**

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
CHAE	✓			
ENGLESE	✓			
GORMAN	✓			
HARVILLA	✓			
ROSSILLO	✓			
STEWART	✓			
MAYOR LaBRUNO				
TOTALS	6			

Resolution No. 197  
Date: August 10, 2021  
Page: 1 of 9  
Subject: DPW Union  
Purpose: Authorization of Collective  
Negotiations Agreement and  
Side Bar  
Dollar Amount: \_\_\_\_\_  
Prepared By: Arthur Thibault, Esq.

Offered by: Chae  
Seconded by: Englese

Certified as a true copy of a Resolution adopted by the Borough of Dumont on above date at a Regular Meeting by:

Jeanine E. Siek  
Jeanine E. Siek, RMC, Municipal Clerk  
Borough of Dumont, Bergen County, New Jersey

**COLLECTIVE NEGOTIATIONS AGREEMENT AND SIDE BAR WITH  
DEPARTMENT OF PUBLIC WORKS UNION**

**WHEREAS**, the Borough of Dumont (“Borough”) and the Dumont Public Works Employees Association (“DPWEA”) have been in negotiations for a successor collective negotiations agreement for the employees covered by the DPWEA agreement; and

**WHEREAS**, pursuant to those negotiations, the Borough and DPWEA have reached a Memorandum of Agreement (“MOA”), dated May 12, 2021, concerning the terms and conditions of employment for the employees covered by the DPWEA collective negotiations agreement; and

**WHEREAS**, following the DPWEA's ratification of the MOA, the parties negotiated a Side Bar to address additional terms and conditions of employment of DPWEA employees; and

**WHEREAS**, pursuant to those negotiations, the Borough and DPWEA have reached a Side Bar Agreement ("Side Bar"), dated August 6, 2021, concerning terms and conditions of employment for the employees covered by the DPWEA collective negotiations agreement; and

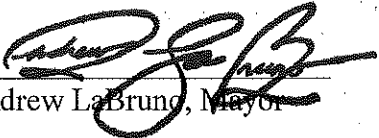
**WHEREAS**, the successor collective negotiations agreement will be effective from January 1, 2021 through December 31, 2023; and

**WHEREAS**, the Borough Administrator has recommended ratification of the MOA and Side Bar reached with DPWEA; and

**WHEREAS**, the Mayor and Council having reviewed the MOA and the Side Bar and finding ratification of both is in the best interests of the Borough;

**NOW THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Borough of Dumont, that the Mayor and Council hereby ratify and accept the Memorandum of Agreement and the Side Bar Agreement between the Borough and the DPWEA covering the terms and conditions of the employment for the employees covered by the DPWEA collective negotiations agreement.

**NOW THEREFORE BE IT FURTHER RESOLVED**, by the Mayor and Council of the Borough of Dumont that the Borough Administrator is authorized, with the assistance of Labor Counsel, to amend the prior collective negotiations agreement between the Borough and the DPWEA consistent with the Memorandum of Agreement and Side Bar, and that the Mayor and Administrator are hereby authorized to execute the new collective negotiations agreement once it has been amended and approved by Labor Counsel. This Resolution shall be effective immediately.

  
Andrew LaBruno, Mayor

## MEMORANDUM OF AGREEMENT

The **BOROUGH OF DUMONT, New Jersey** (hereinafter called the “**Borough**” or “**Employer**”) and the **DUMONT PUBLIC WORKS EMPLOYEES ASSOCIATION** (hereinafter called the “**Union**”) hereby agree to this Memorandum of Agreement dated May 12, 2021 with respect to a successor collective negotiations agreement between the parties. This Agreement is subject to ratification of the parties. The parties agree to recommend ratification of this Agreement to their respective membership (the Borough Council and Union members, respectively).

The terms of the Memorandum are as follows:

(1) The term of the successor agreement shall be from January 1, 2021 to December 31, 2023. Unless otherwise stated herein, the provisions of this MOA shall be effective January 1, 2021.

(2) All terms of the existing contract shall remain in full force and effect, except as modified by this memorandum.

(3) The parties shall mutually create and agree upon a successor collective negotiations agreement from the terms of this memorandum. All other terms and conditions previously agreed to by the parties shall be deemed incorporated into this memorandum.

(4) Clarify paragraph 2a. to identify employees included in the unit, to wit:  
“All employees employed by the Borough of Dumont in its Department of Public Works working in the titles set forth in Appendix A and excluding the Superintendent of Public Works, Foreman, other supervisory employees, part-time and per diem employees.”

(5) Modify paragraph 4.a. to identify the three (3) Association representatives as one (1) driver/laborer, one (1) mechanic, and one (1) operator.

(6) Modify paragraph 8 and Appendix A to increase wages each January 1 as follows:

2021	-	1.75%
2022	-	1.75%
2023	-	2.0%

(7) Increase Truck Driver/Laborer/Arborist salary in Appendix A to \$90,000, effective January 1, 2021, and change Junior Mechanic title to Mechanic. Employees in the Mechanic title need full mechanic certification.

(8) Add to paragraph 8 that “Borough will comply with minimum wage law an in 2024, starting salary will increase to \$15.00 per hour, or \$31,200 annually.”

(9) Paragraph 12.c. shall be clarified as follows: “Other than full weekend standby, which is controlled by paragraph 12.e., standby for a single weekday holiday and standby for a single Sunday shall be paid at double time.”

(10) Effective January 1, 2021, increase standby pay in paragraph 12.e. to \$200 for weekends and \$300 for weekend holidays. Paragraph 12.e. shall be re-written as follows: “Effective on January 1, each employee designated for standby duty shall be compensated for standby (i.e. on-call) at the rate of \$200 per weekend during the term of

this Agreement. This includes Friday, Saturday and Sunday. If a holiday falls within a standby weekend and includes an additional day of standby, the employee on standby shall receive \$300.”

(11) Add to paragraph 13.c. to provide that payment of unused accumulated sick leave for employees hired before 1/1/09 will be paid in three (3) equal annual payments following retirement or as terminal leave prior to retirement, at the election of the employee.

(12) Clarify paragraph 16.b. to provide that vacation leave may carry over until June 30 of the next year if the vacation leave cannot be granted due to Borough operation pressures.

(13) Modify paragraph 17.a. and Schedule C to eliminate Lincoln’s Birthday as a holiday.

(14) Add as new paragraph 17.f. “The Superintendent has the discretion to allow employees to leave early on the workday before Thanksgiving, Christmas and New Year’s so long as the employees’ assignments for the day are completed. Management’s decision on leaving early on these days shall not be grievable nor subject to arbitration.”

(15) Clarify paragraph 23.a. that employees on a leave of absence are responsible for the cost of their health insurance premiums unless the leave is covered as FMLA or NJFLA leave.

(16) Modify paragraph 24.e. to provide as follows: “Employees shall contribute toward the cost of their medical and prescription coverage provided for in this Article in accordance with the rates established by the Tier IV grid in P.L. 2011, Ch. 78.”

(17) Add as new paragraph 24.f. “The Borough will pay for retiree benefits for employees who have twenty-five (25) years or more with the Borough as of January 1, 2021 and thereafter retire from a State-administered pension system. Employees shall contribute to the cost of their Borough-provided retiree health benefits in accordance with the rates established by the Tier IV grid in P.L. 2011, Ch. 78.”

(18) Clarify paragraph 29.4.a. that only the Borough or Association may file for arbitration.

(19) Add to the paragraph 34 “In the event of a layoff, employees with the least amount of seniority in the title affected shall be laid off first. The Borough shall provide a minimum of two weeks’ advance written notice to employees who are to be laid off.

Employees who are laid off pursuant to this Article shall be placed on an eligibility list for re-hire for any vacancies for which they are qualified as determined by the Borough. Such employees, if so qualified, shall be given preference over new employees and will be recalled based on seniority in title. The employees shall remain on the recall list for a period of one (1) year.”

(20) Add as new paragraph 35 the following:

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

In the event that the Borough and the Association have not agreed upon by January 1, 2024 to terms and conditions of employment for employees covered by this Agreement for a successor Agreement, then the terms and conditions of this Agreement will remain in full force and effect, except for step guide movement, until a new Agreement is ratified by both parties.

DUMONT DPW ASSOCIATION

[Handwritten Signature] #49

BOROUGH OF DUMONT

[Handwritten Signature]  
Chris Tully, Borough Administrator

[Handwritten Signature] #32

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**SIDE BAR TO THE PARTIES'  
COLLECTIVE NEGOTIATIONS AGREEMENT**

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The Borough of Dumont ("Borough") and Dumont Public Works Employees Association ("Union"), hereby agree to this Side Bar Agreement to the Collective Negotiations Agreement between the Borough and the Union as follows:

1. The Borough and the Union are parties to a Collective Negotiations Agreement ("CNA"), effective January 1, 2017 through December 31, 2020.
2. The Borough and the Union each agreed to and ratified a Memorandum of Agreement ("MOA") dated May 12, 2021, with respect to successor collective negotiations agreement between the parties.
2. All terms of the existing CNA, as modified by the May 12, 2021 MOA shall remain in full force and effect except as modified by this Side Bar. Upon ratification, this Side Bar shall be incorporated into the new CNA.
3. Paragraph 8 of the CNA addresses Salaries more fully set forth in Appendix A on the CNA.
4. Paragraph (7) of the MOA addressed a change in titles from Junior Mechanic to Mechanic, but did not address Senior Mechanic or Mechanic pay, other than the negotiated wage increase applicable to all titles in Appendix A of the CNA.
5. For good and valuable consideration provided for herein which the parties acknowledge and agree exists, the Appendix A of the CNA shall be modified to provide for one title "Mechanic", with a base salary equal to the salary of Senior Mechanic. All DPW employees employed as a mechanic shall be paid the base salary of Mechanic.
6. Paragraph 19 of the CNA addresses Sick Leave and Terminal Leave. For good and valuable consideration provided for herein which the parties acknowledge and agree exists, paragraph 19 of the CNA shall be modified by the addition of the following language as new paragraph 19.e.:

Employees covered by this Agreement, who exhaust their yearly sick leave allotment due to off-duty sickness, illness or injury, will be permitted to utilize no more than an additional 10 days from their accumulated sick bank in that year. Once the 10 days are exhausted, any remaining absences shall be without pay. This 10-day limitation does not apply to traumatic or catastrophic illness, sickness or injuries, such as cancer, surgeries as a result of illness, sickness or injuries, or broken limbs, making employees unable to work. Employees on sick leave who are released for modified or light



duty will be required to work in the Department of Public Works performing tasks consistent with their restrictions. If work consistent with their restrictions is unavailable in the DPW, but is available in the Borough, employees will be required to perform the light duty work available in the Borough. Any employee refusing light duty work will be placed in an unpaid status and subject to discipline. The Borough Administrator has the discretion, for good cause, to waive the 10-day limitation provided herein. The Administrator's decision shall not be subject to the parties' arbitration provision.

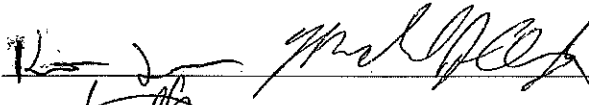
7. Paragraph 21 of the CNA provides for full pay for employees who suffer on on-duty injury or illness for up to 30 working days. For good and valuable consideration provided for herein which the parties acknowledge and agree exists, paragraph 21 of the CNA shall be modified to: (1) increase the duration of full pay for employees who suffer on-duty injury or illness for up to 130 working days, after which time if the employee remains unable to return to work the employee will receive only worker's compensation, and (2) to add the following language as new paragraph 19.f.:

Employees on worker's compensation who are released for modified or light duty will be required to work in the Department of Public Works performing tasks consistent with their restrictions. If work consistent with their restrictions is unavailable in the DPW, but is available in the Borough, employees will be required to perform the light duty work available in the Borough. Any employee refusing light duty work will be placed in an unpaid status and subject to discipline.

8. This Side Bar is subject to ratification of the parties. The parties agree to recommend ratification of this Side Bar to their respective membership (the Borough Council and Union members, respectively).

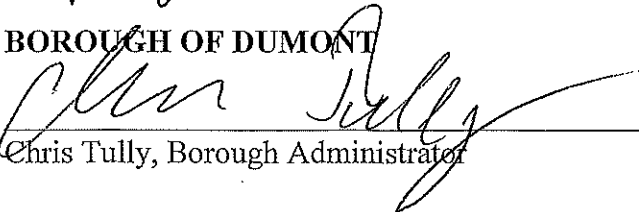
So Agreed.

**DUMONT DPW ASSOCIATION**

  
\_\_\_\_\_

8/6/21  
Date

**BOROUGH OF DUMONT**

  
Chris Tully, Borough Administrator

8/6/21  
Date