

MEMORANDUM OF AGREEMENT

BOROUGH OF LEONIA

AND

RWDSU LOCAL 108 (BLUE COLLAR)

The negotiation committees of the Borough of Leonia and RWDSU Local 108 (Blue Collar) agree to the terms of this Memorandum of Agreement as set forth below:

1. Article 1 Term:

Update term for three (3) year contract – January 1, 2019 through December 31, 2021

2. Article 4 Grievance Procedure:

a. Step 1 Revise as follows:

Step 1. An employee having a grievance shall present it in writing or the Union Steward shall present it in writing orally, either individually or in the presence of the Union Steward or a member of the Union Shop Committee, to the Superintendent, within ten (10) working days after the occurrence of the matter being grieved. If no satisfactory resolution of the grievance is reached at step 1, then within ten (10) working days the grievance shall move to Step 2 be presented in writing to the Borough Administrator.

b. Step 3 Revise as follows:

Step 3. If the grievance is not adjusted to the satisfaction of the employee and the shop committee, the employee through his Union Shop Committee, shall proceed by filing a written grievance with the Council Public Works Committee within ten (10) working days of the decision made by the Borough Administrator. The aggrieved employee and the Union's representative shall meet with the Public Works Committee within ten (10) working days after receipt of the written grievance. The Council Public Works Committee shall issue its written decision within ten (10) working days after meeting with the Union.

c. Step 4 Revise as follows:

Step 4. Upon failure of a resolution of the grievance in step 3 above, the authorized representative of the Union may proceed to final and binding arbitration before and pursuant to the rules of the New Jersey Public Employment Relations Commission by

filing a Request for a Submission of a Panel of Arbitrators with PERC serving notice of its desire for arbitration upon the Borough Administrator either personally or by certified mail within ~~ten~~^{fifteen} (10⁵) working days after the termination of step 34.

3. **Article 6 Wages:**

Salary Increases as follows:

January 1, 2019 – 2% (Retroactive to 1/1/19)

January 1, 2020 – 2% (Retroactive to 1/1/20)

January 1, 2021 – 2%

* Any employees who retired, resigned and/or terminated prior to the execution and ratification of this Memorandum of Agreement shall not be afforded any retroactive wage increases.

5. **Article 8 Hours of Work, Overtime and Standby:**

a. Delete Section C and replace with the following:

C.

1. In accordance with the FLSA, any employee working beyond forty (40) hours in a given work week (Monday - Sunday) shall be afforded time and one-half for all hours worked over forty (40) hours in that workweek (statutory overtime). Sick leave shall not count as hours worked for purposes of calculating overtime in accordance with the Fair Labor Standards Act.

2.

a. Time and one-half premium pay shall be paid for any work performed on a Saturday regardless of the number of hours worked in that workweek (contractual overtime). If the employee also works more than forty (40) hours in the workweek, the employee shall be paid only the contractual overtime of time and one-half (1.5) which is understood to satisfy the contractual and statutory overtime obligations.

b. Double time premium pay shall be paid for any work performed on a Sunday, regardless of the number of hours worked in that workweek (contractual overtime). If the employee also works more than forty (40) hours in the workweek, the employee shall be paid only the contractual overtime double time (2x), which is understood to satisfy the contractual and statutory overtime obligations.

c. Any employee required to work on a holiday shall receive his pay for that day plus additional time and one-half for all hours worked which is understood to satisfy the contractual and statutory overtime obligations.

6. **Article 11 Vacations:**

a. Delete the following from the first (1st) paragraph, "thirty-five (35)" and replace with "forty (40)".

b. Section 9 – Add the following language:

"All vacation time shall be prorated during the last year of employment."

c. New Section 11 – Add a new vacation schedule for all new employees hired on or after October 15, 2020:

| Years of Service | Vacation Days |
|---|---|
| 1 st Year of Employment | One (1) vacation day per month during the first year of employment. Maximum five (5) vacation days. |
| 2 nd – 5 th Year of Employment | Ten (10) vacation days. |
| 6 th – 10 th Year of Employment | Thirteen (13) vacation days. |
| 11 th and thereafter | Fifteen (15) vacation days. |

*All vacation time shall be prorated during the last year of employment.

7. **Article 12 Absences:**

a. Section A, 1 revise as follows:

1. Only permanent ~~full time~~ employees working ~~fortythree five (4035)~~ hours or more per week are eligible for sick time as follows:-

b. Section A, 4 modify as follows:

4. a. Employees hired prior to May 21, 2010:

Following one (1) year of employment, any employee who requires less than ten (10) days of sick leave during the calendar year, shall be paid by January 15, of the following year for one-half (1/2) of the difference between twelve (12) days and the actual number of sick leave days taken at the regular day daily rate. The unpaid portion of this difference shall accumulate to the employee's credit from year to year and such

employee shall be entitled to such accumulated sick leave if and when needed. Credit for accumulated sick leave shall be given from January 1, 1966. No employee, however, shall receive any credit in time off or payment for accumulated sick leave in the event of separation from municipal service for any reason other than retirement from a state or local pension system. In no event shall the total accumulated sick leave exceed one hundred eighty (180) days. Employees who accumulate sick leave will be paid for their accumulated leave upon retirement from a state or local pension system up to a maximum of one hundred eighty (180) days.

b. Employees hired on or after May 21, 2010:

Employees hired on or after May 21, 2010 shall not be afforded payment and/or compensation for unused sick leave during the calendar year pursuant to N.J.S.A. 40A:9-10.4. Employees who accumulate sick leave will be paid for their accumulated sick leave upon retirement from a state or local pension system up to a maximum payment of \$15,000.

c. Section A, 11, b delete in its entirety.

d. Add new Section A, 12 – Any employees who work less than forty (40) hours per week, shall be afforded sick leave in accordance with N.J.S.A. 34:11D-1 et. seq.

8. **Article 13 Absences Due to Workmens Compensation:**

Add the following new subsection B:

B. Employees hired on or after October 15, 2020 and injured in the usual course of employment and directly in line of duty receive the following:

1. Shall receive workmen's compensation benefits in accordance with State law during their absence.

2. Such absence shall not be charged against his/her sick leave. The employee, at his or her discretion, however, may elect to use accumulated sick, vacation or other leave time and under such circumstance, the Borough will pay their full salary and deduct the day against the respective leave balance(s). Additionally, the Workers Compensation Carrier will submit the applicable payments to the Borough and not the employee under such circumstances.

9. **Article 18 Medical and Dental Insurance:**

a. Delete second (2nd) paragraph in its entirety and replace with the following:

"Employees shall be required to contribute to his/her health benefits in accordance with the Tier IV rates set forth in Chapter 78, P.L. 2011. See Attached Chart."

b. Delete the following from the third (3rd) paragraph, "thirty-five (35)" and replace with twenty-nine and one half (29.5)". Additionally, delete the reference to the words "full-time".

c. Add the following new section. Employees whom enroll in the OMNIA health Plan for Year 2021 for the first time and participate in the plan for at least one year will be eligible to receive an incentive payment of \$1000. The incentive will be issued no later than the end of the tax year of the enrollment effective date (by December 31, 2021, for a January 1, 2021 effective date), and is reportable as taxable income. The incentive will be forfeited and returned to the Borough of Leonia if the employee is not enrolled for at least one (1) plan year.

10. **Article 19 Safety & Protective Equipment:**

a. Section 3 – Delete the following language:

“, beginning with the winter of 1998-1989.”

11. **Article 20 General:**

Add the following new section H:

"In the event there is any matter or subject which is not specifically covered in this Agreement, then the Borough's Personnel Policies, as currently then in existence, shall govern those issues."

12. **Article 22 Retirement:**

a. Delete the following language from the fifth (5th) paragraph:

"Additionally, pursuant to P.L. 2011, c. 78; retirees will be required to make a contribution toward the cost of health care coverage upon retirement if they have 25 years of service to the Borough of Leonia. The amount of said contribution toward the premium cost of the health care insurance shall be based upon the schedule of contributions contained in P.L. 2011 c. 78 as may be amended."

And replace with the following:

"Retirees who are eligible for retiree health benefits (25 years of service with the Borough of Leonia) shall be required to contribute to his/her retiree health benefits in

accordance with the Tier IV rates set forth in Chapter 78. P.L. 2011. See Attached Chart."

The parties acknowledge that the terms and conditions are subject to ratification by the Borough of Leonia and RWDSU Local 108 (Blue Collar).

All parties agree to recommend these terms and conditions to their respective constituents for ratification.

All proposals which are not included in this Memorandum of Agreement shall be deemed withdrawn by both parties.

In witness whereof, this Memorandum of Agreement is executed on October ____, 2020.

RWDSU LOCAL 108 (BLUE COLLAR)

BOROUGH OF LEONIA

Charles M. Halligan

[Signature]

Shop Steward Stacey Longwell 11/5/20

Assistant [Signature] 11/5/20