

MEMORANDUM OF AGREEMENT
BOROUGH OF HAWTHORNE AND UPSEU WHITE COLLAR UNIT

The negotiating teams for Borough of Hawthorne and the UPSEU White Collar Unit hereby agree to recommend for ratification and approval the following terms for a successor collective negotiations agreement to the Collective Negotiations Agreement ("CNA" which expired on December 31, 2018:

1. Term 4 years - January 1, 2019 through December 31, 2022.
2. Ranges shall be established effective 1/1/2019 as follows for the positions within the bargaining unit as follows:

<u>Group</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Titles</u>
Group A (f/t)	\$33,000	\$40,000	Water/Building Clerk Water Clerk/Deputy Registrar of VS
Group B (f/t)	\$35,000	\$43,000	Tax Clerk Water Billing Clerk Deputy Court Administrator Police Records Clerk
Group C (f/t)	\$40,000	\$51,000	Bd of Hlth Secy/Registrar of VS Technical Assistant UCC Payroll/Accounts Payable Clerk Administrative Assistant Code Enforcement Officer
Group D (f/t)	\$43,000	\$54,000	Assistant Tax Collector
Group E (p/t)	\$22,000	\$26,000	Plumbing Subcode Official
Group F (p/t)	\$14.00/hr	\$18.00/hr	All Clerical
Group G (p/t)	\$15.50/hr	\$22.00/hr	Code Enforcement Officer
Group H (p/t)	\$17.50/hr	\$23.00/hr	Licensed Fire Inspector

New employees or those promoted into a title in a group with a higher salary may be placed anywhere within the range at the discretion of the Borough. The Borough shall have the right to create new titles and classify them into groups, including any new group with an appropriate maximum and minimum.

In addition to any negotiated increase, employees below the maximum salary for the Group into which the employee's title is classified shall receive a step increase of 1.5% of salary effective on the employee's anniversary date.

3. Effective January 1, 2019, longevity pay as previously referenced in Article XIV of the CNA shall be eliminated, with any longevity pay being received by the employee as of 12/31/2018 being rolled into regular salary so that there is no reduction in pay.
4. Wages –
 - 1.5% increase effective January 1, 2019
 - 1.5% increase effective January 1, 2020
 - 1.5% increase effective January 1, 2021
 - 1.5% increase effective January 1, 2022

Beginning in 2020, the ranges for the various groups of titles referenced above in Paragraph 2 shall also be increased by these same percentages.

The percentage increases shown above and the associated retroactive pay shall apply to all members of the bargaining unit in the unit as of 12/31/2018

5. Article XXIV of the CNA shall be revised to read as follows:

The parties agree that, on or after 1/1/2019, the Borough may alter the health plan design in order to join the New Jersey State Health Benefits Plan ("SHBP") provided that the following conditions are met:

- a) The Borough shall have notified the Union in writing of its intention no less than one hundred twenty (120) days prior to the effective date of the change.
- b) As soon as possible after this notification, the Borough will meet with the Union to discuss the intended change
- c) The total premium savings due to moving from the current plan to the SHBP shall be no less than seven percent (7%).
- d) Employees shall have the right to select from among all plan designs offered through the SHBP.
- e) Should the SHBP no longer offer plans substantially similar to, or better than, the Aetna Freedom 10 and NJ Direct 10 plans in effect as of 1/1/2019, this provision allowing the Borough to join the SHPB shall be null and void.
- f) For all members who were in the bargaining unit as of 1/1/2019, and who also were enrolled in the Horizon Direct 1 plan or its equivalent (previously the Aetna Open Access plan) as of the Borough's notice of its intention to make the change, and for no less than six (6) months prior, the Borough shall annually provide reimbursement for out-of-pocket costs equal to 75% of the amount paid by the employee between \$400.00 and \$2,000.00, as documented by "Explanation of Benefits," for the employee or one dependent, or 75% of the amount paid between \$1,200.00 and \$4,000.00 for the total for the employee and all dependents. This reimbursement shall be in lieu of the \$50

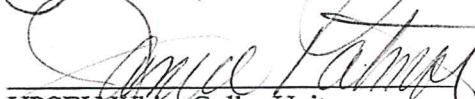
reimbursement mentioned elsewhere.

6. When a member retires or otherwise terminates employment, vacation time for the final year shall be pro-rated based according to the length of time on the payroll that year.
7. Election Day shall be eliminated from the list of holidays in Article XVII, and in exchange, the annual number of personal days in Article XX shall be increased from three (3) to four (4).
8. Effective 1/1/2020, the annual benefit in the dental plan shall be increased from \$1,000 to \$1,500.
9. The negotiating teams for the parties agree that they shall recommend ratification of this Memorandum of Agreement to their respective principals within a reasonable period of time. Upon ratification, the parties agree to execute a fully integrated collective negotiations agreement.


Signed:


UPSEU White Collar Unit


Borough of Hawthorne


UPSEU White Collar Unit


UPSEU White Collar Unit


UPSEU White Collar Unit


UPSEU White Collar Unit

Date 2/15/2019



BOROUGH OF HAWTHORNE
 County of Passaic
 State of New Jersey



RESOLUTION NO. 58-19

Resolution, Introduced by Council Person Mele *Date:* February 20, 2019

WHEREAS, the Borough of Hawthorne, through its administration, has negotiated a contract with the UPSEU, as representative to its White Collar Unit, for the period commencing January 1, 2019 and ending December 31, 2022; and

WHEREAS, a Memorandum of Agreement has been created a copy being annexed hereto; and

WHEREAS, the Administration has recommended approval of the contract, as set forth in the Memorandum of Agreement, subject, nevertheless subject to a final review of the same by legal counsel;

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the Borough of Hawthorne that it does hereby ratify and approve the contract, as set forth in the Memorandum of Agreement, subject nevertheless to final approval of the form thereof by legal counsel and adoption of any and all required ordinances.

Name	Motion	Second	Yes	No	Abstain	Absent
Bennett			X			
Bertollo		X	X			
Lane			X			
Matthews			X			
Mele	X		X			
Sinning			X			
Wojtecki			X			

Frank E. Matthews
 Frank E. Matthews, Council President

Lori DiBella
 Lori DiBella, RMC, CMC, Borough Clerk

Factual Content Certified by _____ Approved as to form and legality on basis of facts set forth _____

[Signature] 2/20/19
 Name / Title / Date Borough Attorney Date