

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made this 6th day of March 2025, by and between the OPEIU Local 32 AFL-CIO, (Union) and the Borough of Seaside Park (Borough).

WHEREAS, the Borough of Seaside Park and OPEIU Local 32 AFL-CIO were parties to a collective negotiations agreement with a term of January 1, 2020 through December 31, 2024; and

WHEREAS, the Borough and Union have been engaged in good faith collective negotiations for the purpose of reaching an agreement on the terms and conditions of employment for a successor agreement; and

WHEREAS, the Borough and Union have reached an agreement as set forth below; and

WHEREAS, the negotiating committees for the Borough and Union have agreed to recommend this agreement for ratification and approval to their respective constituents.

NOW THEREFORE, the Parties hereby agree to the following:

1. Except as herein modified, the terms and conditions set forth in the January 1, 2020 through December 31, 2024 Collective Negotiations Agreement between the Borough and the Union shall remain in full force in effect.
2. The Contract term is from January 1, 2025- December 31, 2028.
3. Article 1, Section (A) is hereby revised to provide the following:
 - A. The Borough recognizes the Union as the exclusive representative, for the purpose of collective negotiations, with respect to the terms and conditions of employment of all full-time and part-time personnel employed by the Borough of Seaside Park, excluding all seasonal and temporary employees, Public Works Department employees, Police Officers, managerial executives, confidential employees, and supervisors within the meaning of the ACT. The term "employee covered by this Agreement" shall be defined to include the plural as well as singular, and to include males and females.
4. Article 1 is hereby amended to provide for Section D and E as set forth below as follows:
 - D. 2018 Workplace Democracy Enhancement Act. Every one-hundred and twenty (120) days, the Borough shall prepare and forward to the Union a seniority list of employees by classification and by length of service with the Borough. The seniority list shall be posted on the bulletin boards and will show the employees' names, classifications and seniority dates. The Borough shall additionally provide the Union an Excel file containing the name, job title, worksite location, home address, work telephone number, date of hire, work email address, any other personal email address or

telephone number on file with the public employer, and any other information required to be provided by the Borough under the 2018 Workplace Democracy Enhancement Act [C.34:13A-5.11 et seq.].

E. The Borough shall notify the Union of all newly hired bargaining unit employees within ten (10) days of hire. With this notification the Borough shall provide the Union an Excel file containing the name, job title, worksite location, home address, work telephone number, date of hire, work email address, any other personal email address or telephone number on file with the public employer, and any other information required to be provided by the Borough under the 2018 Workplace Democracy Enhancement Act [C.34:13A-5.11 et seq.].

5. Article 5 Hours of Work Section B is hereby amended and revised to provide the following:

B. Full-time employees shall have a 40-hour workweek. Excluding the Police Records Clerk and the Deputy Court Administrator, full-time employees receive a one-hour paid lunch which is considered a part of the regular workday. Full-time employees are subject to the same work schedule as set forth in paragraph B, 8:00am. to 4:00p.m. on five (5) consecutive days, unless a different shift is authorized.

6. Article 5 Hours of Work Section C is hereby deleted.
7. Article 6, Overtime Section A: Revise to state:

A. Non-Exempt employees, excluding part-time employees, will receive overtime compensation of time and one-half for hours worked in excess of forty (40) hours of work up to sixty (60) hours during one (1) work week. Any work performed in excess of sixty (60) hours during one (1) work week shall be paid at the rate of double-time. Part-time employees will receive overtime compensation of time and one-half for hours worked in excess of forty (40) hours during one work week. The Police Records Clerk and the Deputy Court Administrator will receive overtime compensation of time and one-half for hours worked in excess of thirty-five (35) hours of work up to sixty (60) hours during one (1) work week. Vacation time, compensatory time, and personal time shall not count as time worked for the purposes of overtime. However, sick leave will count as time worked for the purposes of overtime.

8. Article 6, Section (B) is hereby revised to provide the following:

B. Compensatory Time, in lieu of receiving pay for overtime work employees shall be entitled to compensatory time off from work. Compensatory time must be used during the calendar year it is earned and shall not be carried over to the following year. Compensatory time shall be administered by authority to determine when compensatory time may be taken. Each Employee shall be entitled to accumulate compensatory time up to a maximum of 35 hours. If the compensatory time is not used or scheduled to be used by December 15 of the calendar year, the Borough will pay the employee for any unused hours.

9. Article 6 Section D is hereby amended to delete the word faxed.

10. Article 11, Section (F) is hereby revised to provide the following:

F. **Retirement Health Benefits:** Any member of the bargaining unit who retires from January 1, 2025 – June 30, 2029 shall be eligible for retirement health benefits if the following conditions are met: (1) the employee is at least sixty (60) years of age at retirement; (2) the employee has a minimum of twenty-five (25) years of service to the Borough of Seaside Park at the time of retirement. If the above conditions are met, the Borough will provide paid benefits for the retiree and spouse (if married at the time of retirement), subject to the contributions at the rates set forth by Chapter 78 of P.L. 2011. Unit members who wish to avail themselves of this benefit must provide written notice of their intention to retire at least 90 days in advance. It is specifically understood that the payment of these benefits by the Borough will cease when the retired unit member who avails himself/herself of this program becomes eligible for Medicare. This article is only valid for those who retire during the time period of January 1, 2025 – June 30, 2029.

11. Article 18, Salaries and Wages, Section B shall be deleted and replaced with the following:

B. **Salary Increases:** The salaries for all members of the bargaining unit shall increase as follows:

- a. Effective January 1, 2025, and retroactive to said date, employees covered by this agreement shall receive a 2.9% increase to their annual base salaries.
- b. Effective January 1, 2026, and retroactive to said date, employees covered by this agreement shall receive a 2.9% increase to their annual base salaries.
- c. Effective January 1, 2027, and retroactive to said date, employees covered by this agreement shall receive a 2.9% increase to their annual base salaries.

- d. Effective January 1, 2028, and retroactive to said date, employees covered by this agreement shall receive a 2.9% increase to their annual base salaries.
- f. Any employee initially hired during any calendar year of this contract is not entitled to receive the across the board increase for the year of hiring.
- g. Any employee that has already received a raise for the calendar year 2025 will not be entitled to an additional 2.9% increase as set forth in B(a). The Borough agrees any employee who has received an increase in 2025 prior to execution of this agreement that was less than the 2.9%, will be entitled to the difference between the raised received and the 2.9%.

12. New Article 19: Part-time employees:

Part-time employee means employees who work 29 hours or less a week.

- a. The following provisions apply to all part-time employees:
 - i. Sick Leave: Part-time employees are entitled to prorated sick leave as provided to full-time employees in Article 9 in accordance with NJAC4A:6-1.3. Sick Leave is accrued during the year, not provided on January 1, in anticipation of continued employment.
 - ii. Holidays: Part-time employees are not entitled to Holidays in Article VIII.
 - iii. Personal Days: Part-time employees are not entitled to Personal days in Article 16.
 - iv. Vacation Leave: Part-time employees are entitled to prorated vacation leave as provided to full-time employees in Article 7. Vacation leave is accrued during the calendar year not provided on January 1, in anticipation of continued employment.
 - v. Bereavement leave: Part-time employees are entitled to prorated bereavement leave as provided to full-time employees in Article 10.
 - vi. Part-time employees are not entitled to the benefits set forth in Article 11.
 - vii. Part-time employees are entitled to the benefits set forth in Article 12.

13. Article Numbers 19, 20, 21, 22, 23 and 24 shall be updated to account for the new Article 19.

14. The parties have agreed to provide stipends to Jane Macintosh and Colleen Maclean in a side memorandum of agreement. Specifically, the parties have agreed to the following: Jane Macintosh and Colleen Maclean will each receive a stipend payment of \$2.00 per hour for assigned clerical duties in the Department of Code Compliance. The employees shall receive this increase as long as they are assigned and appropriately completing these duties. It is specifically acknowledged and agreed that the above stipends will be reviewed by the

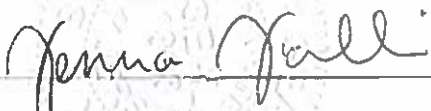
Borough annually. In the event a Clerk is hired by the Borough for the clerical duties in the Department of Code Compliance, the employees will no longer be entitled to the stipend payment.


15. The Parties acknowledge and agree that the terms in paragraphs 2-13 will be incorporated into the Parties Collective Negotiations Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.


WITNESS & ATTEST:

Borough of Seaside Park


Jenna Jankowski
Municipal Clerk
(Seal)

By 
Honorable John A. Peterson, Jr, Mayor

OPEIU Local 32 AFL-CIO


Witness
MAX BIENSTOCK, SENIOR ORGANIZER

By 
George Millette, Staff Representative