

## Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/2020 thru 12/31/2024.

Employer: Town of West New York

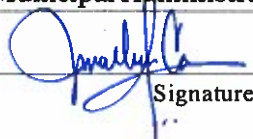
County: Hudson

Date: 3/11/2021

Name: Jonathan Castaneda

Print Name

Title: Municipal Administrator

  
Signature

**New Jersey Public Employment Relations Commission**  
**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:

4 New Contract Term:

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

5  Contract settled without neutral assistance

6  Contract settled with assistance of mediator

7  Contract settled with assistance of fact-finder

8  Contract settled in Interest Arbitration

9 If contract was settled in Interest Arbitration, did the Arbitrator issue an Award? Yes  No

**SECTION III: Base Salary Calculation**

The "base year" refers to the final year of the expiring or expired agreement.

N.J.S.A. 34:13A-16.7(a) defines base salary as follows: "'Base salary' means the salary provided pursuant to a salary guide or table and any amount provided pursuant to a salary increment, including any amount for longevity or length of service. It shall also include any other item agreed to by the parties, or any other item that was included in the base salary as understood by the parties in the prior contract. Base salary shall not include non-salary economic issues, pension and health and medical insurance costs."

10 Salary Costs in base year

11 Longevity Costs in base year

12 Other base year salary costs

<input type="text" value="Holiday Pay"/>	<input type="text" value="\$ 443,422"/>
<input type="text" value="College Credits"/>	<input type="text" value="\$ 140,640"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Sum of "Other" Costs Listed in Line 12.

13 Total Base Salary Cost: (sum of lines 10, 11, 12):

**SECTION IV: Increase in Base Salary Cost (for each year of New CNA)**

14 Total Base Salary Cost from Line 13: \$ **8,367,786**

Increases	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
15 Effective Date (month/day/year)	<b>01/01/2020</b>	<b>01/01/2021</b>	<b>01/01/2022</b>	<b>01/01/2023</b>	<b>01/01/2024</b>	
16 Cost of Salary Increments (\$)	<b>228,809</b>	<b>245,196</b>	<b>203,974</b>	<b>164,269</b>	<b>137,213</b>	
17 Salary Increase Above Increments (\$)	<b>72,274</b>	<b>217,837</b>	<b>395,993</b>	<b>324,875</b>	<b>269,377</b>	
18 Longevity Increase (\$)	<b>25,652</b>	<b>45,922</b>	<b>79,383</b>	<b>60,941</b>	<b>28,921</b>	
19 Total Increased Cost for "Other" Items (\$)	<b>18,639</b>	<b>29,009</b>	<b>38,625</b>	<b>31,384</b>	<b>24,870</b>	
20 Total Increase (\$) (sum of lines 16-19)	<b>325,374</b>	<b>537,964</b>	<b>717,975</b>	<b>581,469</b>	<b>460,389</b>	

**SECTION V: Average Increase Over Term of New CNA**

21 Dollar Increase Over Life of Contract \$ **2,623,163** [Take sum of all amounts listed on Line 20 above]

22 Percentage Increase Over Life of Contract **31,348** % [Divide amount on Line 21 by amount on Line 14]

23 Average Percentage Increase Per Year **6.2** % [Divide percentage on Line 22 by number of years of the contract]

**SECTION VI: Other Economic Items Outside Base Salary and Increases**

←Increases→

24	Item Description	Base Year Cost (\$)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	Uniform Stipend	86,000	0	0	0	0	0	
	Midnight Shift Diff	0	28,667	28,667	28,667	28,667	28,667	
25	<b>Totals (\$):</b>	86,000	28,667	28,667	28,667	28,667	28,667	

**SECTION VII: Medical Costs**

**Insurance Costs**

		Base Year	Year 1
26	Health Plan Cost	\$ 2,553,263	\$ 1,552,898
27	Prescription Plan Cost	\$ 637,072	\$ 318,536
28	Dental Plan Cost	\$ -	\$ -
29	Vision Plan Cost	\$ -	\$ -
30	<b>Total Cost of Insurance</b>	<b>\$ 3,190,335</b>	<b>\$ 1,871,434</b>

**SECTION VII: Medical Costs (continued)**

31	Employee Insurance Contributions	\$ 472,547	\$ 489,614
32	Contributions as % of Total Insurance Cost	14.81 %	26.16 %


**33 Identify any insurance changes that were included in this CNA.**  
 MoA included agreed upon transition from Self Insured to State Health Benefit Plan

**SECTION VIII: Certification and Signature**

**34** The undersigned certifies that the foregoing figures are true:

Print Name: JONATHAN CASTANEDA

Position/Title: MUNICIPAL ADMINISTRATOR

Signature: 

Date: MARCH 11, 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](mailto: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

**TOWN OF WEST NEW YORK  
COUNTY OF HUDSON, STATE OF NEW JERSEY**

**RESOLUTION #R20-519**

**RE: RATIFYING MEMORANDUM OF AGREEMENT WITH THE POLICEMEN'S  
BENEVOLENT ASSOCIATION ON TERMS FOR A SUCCESSOR COLLECTIVE  
BARGAINING AGREEMENT**

WHEREAS, the PBA and the Town, through its Municipal Administrators, (collectively the "Parties") have negotiated a Memorandum of Agreement ("MOA") on terms and conditions for a successor collective bargaining agreement ("CBA");

WHEREAS, the Parties are desirous of ratifying the terms and conditions set forth in the attached MOA were duly negotiated and executed with the PBA;

NOW THEREFORE BE IT RESOLVED, that the Mayor and Board of Commissioners of the Town of West New York do hereby ratify and authorize the execution of the MOA, which was proposed and negotiated with the PBA, attached hereto in form and substance as Exhibit A.

BE IT FURTHER RESOLVED, that the Mayor and Board of Commissioners of the Town of West New York do hereby authorize that the Mayor, Town Administrator, Chief Financial Officer, Municipal Clerk, and any other necessary official, officer or employee of the Town be and they are hereby permitted to execute any and all documents and to take any and all actions necessary to complete and realize the intent and purpose of this Resolution.

BE IT FURTHER RESOLVED, that the Mayor and Board of Commissioners of the Town of West New York do hereby authorize the Town Clerk to provide a copy of the executed Side Bar Agreement and First Amendments to be kept on file in the Municipal Clerk's Office.

**Adopted: December 30, 2020**

I, Adelanny Plaza, Deputy Town Clerk, of the Town of West New York, County of Hudson, do hereby certify the foregoing to be a true and correct copy of the above resolution adopted by the Mayor and Board of Commissioners of the Town of West New York at a meeting held on December 30, 2020

  
\_\_\_\_\_  
Adelanny Plaza, RMC, Deputy Town Clerk



Town of West New York  
Administration Office  
428-60<sup>th</sup> Street, Room 1  
West New York, NJ 07093

Police Benevolent Association  
Local 361 - West New York, NJ

## MEMORANDUM OF AGREEMENT

The Town of West New York (the "Town") and the West New York Police Benevolent Association Local 361. (the "PBA") agree to enter into a successor Collective Bargaining Agreement ("CBA") with an effective term of January 1, 2020 through December 31, 2024. All provisions contained within the CBA shall remain the same unless otherwise specified in this Memorandum of Agreement ("MOA"). The terms and conditions set forth herein address the PBA's demands in balance with the interests and welfare of the Town's taxpayers and residents. This MOA is subject to ratification by the PBA and the Mayor and Board of Commissioners of the Town.

The parties, through legal counsel, shall draft and review the successor agreement for typographical, grammatical, and structural issues and shall make such non-substantive changes, including correcting all dates in the successor agreement to coincide with the new term. The parties' CBA shall be redlined to incorporate this MOA upon the parties' respective ratification.

1. **Term:** Five (5) year agreement (January 1, 2020 through December 31, 2024).
2. **Wages and Pension:** Article XI shall be amended to adjust the base pay of the employees covered by the CBA by 14.30% (inclusive of 1.0%, 01/01/2020 increase built into prior CBA ending 12/31/2019) over the five (5) years as follows:

○ January 1, 2020 - 1.00%		July 1, 2020 - 1.75%
○ January 1, 2021 - 1.25%		July 1, 2021 - 1.35%
○ January 1, 2022 - 1.35%		July 1, 2022 - 1.35%
○ January 1, 2023 - 2.00%		July 1, 2023 - 1.75%
○ January 1, 2024 - 1.25%		July 1, 2024 - 1.25%

Members shall be eligible for a 1.00% increase on December 31, 2024, which shall be reflected by no later than January 15, 2025.

Retroactive pay shall be waived for the contract period prior to July 1, 2021, and no retroactive payments shall be tendered. The fixed dollar amount of \$1,000 shall be added to the base salary effective January 1, 2021 before percentages calculated (but shall be excluded from longevity calculations).

Effective January 1, 2021, a new salary guide shall be implemented for Employees hired on or after January 1, 2021. The new salary guide shall consist of an eight (8) step in addition to the Academy and Graduation Steps. Step 1 shall be reduced to \$50,000.00 and the proceeding steps shall be equidistant from one another to a maximum Step 8 with a base salary of \$97,140.20.

3. **Workday, Work Week, Staffing and Patrol Vehicles and Overtime:** Effective January 1, 2020, the Town may implement a four (4) on and four (4) off patrol schedule comprised of a 9.5-hour shift subject to PBA shift bidding based on seniority and past practice. The first ten (10) hours of a shift shall be paid at straight time. Any inconsistent provision or section of the contract shall be deleted as null and void. Patrol officers shall be entitled to overtime compensation after the ten (10) hour daily shift.

Article VI and XVII shall be amended to provide that all overtime earned after January 1, 2020 under these Articles shall be given in compensatory time or cash payment at the employee's option on a one and one-half (1 ½) for one (1) basis. Compensatory time shall be capped at 480 hours in accordance with federal law. If an employee chooses said overtime compensation in cash, the employee will receive said overtime pay no later than the second (2<sup>nd</sup>) pay period from which it was earned.

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The hourly rate of pay for all purposes shall be based on the employee’s annual base salary.

Upon the prior written approval of the Police Director or his/her designee and subject to the needs of the Police Department, the employee’s preference as to when such compensatory time may be taken will be observed wherever possible.

Midnight Shift Differential – a non-pensionable stipend of \$400.00 every six (6) months to be paid January 1 and July 1 after completion (prorated amount if transferred (in or out) within a six-month period).

Should any of the terms of this provision be found to be prohibited by the Federal Labor Standards Act, the New Jersey Wage and Hour Law, and/or any other applicable laws or regulations, the mandates of that law or regulations shall prevail.

4. Vacation and Vacation Pay: Article VIII, Section 4 shall be amended to provide that vacation carryover shall be limited in accordance with Civil Service Commission rules and regulations.

5. Sick, Catastrophic & Maternity Leave: Article IX shall be amended as follows:

Annual Medical Examination – Authorized Wellness Day as a Sick Day. The Wellness Day shall not be charged against sick leave incentive pay. Employee must provide proof of attendance at authorized wellness center for evaluation.

Effective January 1, 2021, medical benefits post-retirement shall be capped at active employee coverage levels (e.g., single family coverage). Should circumstances change (e.g., post-retirement (new child, new marriage) coverage can be provided at full rate for any new additional dependents. Exception for widowed members or members who have never had anything but single coverage to the extent allowed by State and Federal law.

Section 3(b) shall be amended to reduce the catastrophic sick leave bank from twenty-one (21) calendar months to twelve (12) months.

6. Agency Shop Fees: The requirement regarding the Agency Shop Fee shall be applied consistent with the U.S. Supreme Court’s June 27, 2018 decision in Janus v. AFSCME, Council 31.

7. Longevity: Effective January 1, 2021, Article XII shall be amended to convert longevity payments to a fixed dollar amount for all employees. The amounts will be fixed as follows:

YEARS OF SERVICE	Longevity Amount
Years 1-4	--
Years 5-7	\$3,400.00
Years 8-11	\$5,900.00
Years 12-15	\$7,800.00
Years 16-19	\$9,700.00
Years 20-24	\$11,900.00
25+ Years	\$13,800.00

8. Terminal Leave: Article XIII shall be amended to provide that once an employee commences terminal leave, he/she may not return to active duty and must proceed with retirement from the Department. Employees on terminal leave shall not continue to accrue contractual benefit service time (i.e., sick and vacation time).

Article XIII shall be amended to provide that the Town may, at its sole discretion, to facilitate the immediate retirement and separation of employment of employees on terminal leave the payment of earned, accumulated, and unused time to ensure the filing of all necessary position to meet all operational needs.

Article XIII shall be further amended to provide that supplemental compensation for accrued sick leave shall be capped for anyone hired on or after June 8, 2007 or May 21, 2010 as applicable, respectively pursuant to N.J.S.A. 11A:6-19.1 and -19.2. Members hired on or prior to June 8, 2007 or May 21, 2010 as applicable shall be capped in the manner currently provided by current contract pursuant to New Jersey law.





- 9. Clothing Allowance: Article XIV shall be renamed "Clothing Allowance for Detectives" and Sections 1, 2, and 3 shall be deleted entirely. Section 4 shall highlight that the stipend is for detectives and plainclothes officers only.
- 10. Medical-Surgical and Major Medical/Dental: Article XV shall be amended to provided that all active employees shall contribute Tier 4 P.L. 2011, C. 78 employec premium contributions towards their health care insurance. Subject to complete enrollment of the Town's aligned and non-aligned personnel, the Town shall transition to the State Health Benefits Program as the health insurance provider.

Retiree and member health benefit contributions shall be governed by the terms and rates set by New Jersey Statutes including N.J.S.A. 40A:10-21.1 and N.J.S.A. 52:14-17.28, et seq., (P.L. 2011, Chapter 78) as may be amended or modified by any applicable judicial ruling or legislation. The contribution rate toward healthcare will be governed pursuant to Chapter 48, which notes that retirees will pay a percentage of the premium based on their annual pension allowance. Effective January 1, 2021, employees that retire from the Town of West New York will be required to contribute 1.5% of their pensionable allowance towards retiree health benefits. Rate shall be revisited at discussion for successor agreement.

Retirees must meet the requirements of N.J.S.A. 40A:10-23, in addition to all PFRS requirements, to be eligible to receive medical benefits in retirement. Retirees must have served at least 20 or more years of service with the Town of West New York at the time of retirement to be eligible for medical benefits in retirement.

Article XV, Section 6 – remove "per year"; add "a one-time Orthodontic benefit," before the phrase "...which will include two thousand five hundred (\$2,500.00) of coverage per participant for Orthodontic work", also add "during the lifetime of the benefit participant" after that phrase. This shall take effect January 1, 2021.

Anyone that retires after January 1, 2020 – your medical benefits post-retirement are capped at active employee coverage levels and coverage and limitations shall be governed subject to the State Health Benefit Plan allowances.

- 11. The CBA shall be amended to incorporate the pertinent provisions of the Workplace Democracy Enhancement Act.
- 12. If not stated herein, all applicable terms and conditions in the CBA shall remain the same and represents the complete understanding of the parties, except that all applicable federal or state laws that preempt any term in the CBA or this MOA shall supersede.
- 13. This Agreement is subject to ratification by the PBA's members and by the Mayor and Board of Commissioners and shall be effective immediately upon final authorized execution.

The undersigned parties agree to the terms above and said agreement shall be immediately enforced and incorporated into the parties' successor CBA.

**TOWN OF WEST NEW YORK**

**POLICE BENEVOLENT ASSOCIATION. LOCAL 361**

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*[Handwritten signature]*

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*[Handwritten date: December 24, 2020]*

Date: December 24, 2020

