



**BOROUGH OF EDGEWATER  
RESOLUTION**

| COUNCILPERSON | YES | NO | ABSTAIN | ABSENT |
|---------------|-----|----|---------|--------|
| GUTIERREZ     | X   |    |         |        |
| LAWLOR        | X   |    |         |        |
| MONTE         | X   |    |         |        |
| VIDAL         | X   |    |         |        |
| MARTIN        | X   |    |         |        |
| BARTOLOMEO    | x   |    |         |        |
| MAYOR         |     |    |         |        |

DATE: September 20, 2021  
 RESOLUTION NO. 2021-221  
 INTRODUCED BY: Councilman Bartolomeo  
 \_\_\_\_\_  
 SECOND BY: Councilman Gutierrez  
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**PBA Memorandum of Understanding**

**WHEREAS**, the Collective Bargaining Agreement ("CBA") between the Borough of Edgewater (the "Borough") and the Edgewater PBA Local 45 ("PBA") expired on June 30, 2020; and

**WHEREAS**, the Borough and the PBA have engaged in ongoing negotiations to discuss and agree upon the terms and conditions of a successor CBA; and

**WHEREAS**, by way of resolution 2021-170 adopted on June 21, 2021, a prior Memorandum of Understanding dated May 18, 2021 was authorized but has since been amended; and

**WHEREAS**, the Borough and the PBA have agreed upon the terms of a new Memorandum of Understanding ("MOU") dated August 25, 2021 for the period July 1, 2020 through June 30, 2025; and

**WHEREAS**, the Borough wishes to memorialize its approval of the terms and conditions of the MOU for the above referenced period in the MOU executed on August 25, 2021.

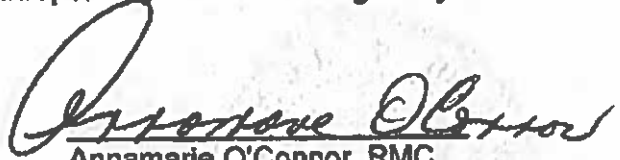
**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Edgewater that the amended Memorandum of Understanding, and the contract language addendum attached thereto, as between the Borough of Edgewater and Union for the term July 1, 2020 through June 30, 2025, the terms of which are incorporated by reference herein, be and hereby are **APPROVED**; and

**BE IT FURTHER RESOLVED** that the Borough Administrator, the Borough Attorney, and the Borough Labor Attorney are authorized to take all appropriate actions so as to implement this Resolution with the perfection of a contract document.

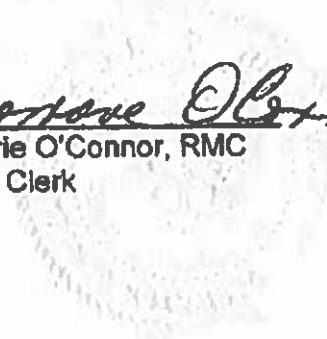
I hereby certify that the above resolution was adopted by the Governing Body on  
September 20, 2021.



Michael J. McPartland  
Mayor



Annamarie O'Connor, RMC  
Borough Clerk



**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE BOROUGH OF EDGEWATER  
AND EDGEWATER PBA LOCAL 45**

**THIS MEMORANDUM OF UNDERSTANDING**, by and between the BOROUGH OF EDGEWATER (hereinafter referred to as the "Employer") and EDGEWATER PBA LOCAL 45 (hereinafter referred to as the "PBA"), made and entered into on this 25<sup>th</sup> day of August 2021.

**WHEREAS**, the parties above have engaged in negotiations in good faith in an effort to arrive at a successor agreement to the Collective Bargaining Agreement between the Employer and the PBA that expired on June 30, 2020 (the "CBA"); and,

**WHEREAS**, the parties have arrived at a tentative agreement.

**NOW, THEREFORE**, and in consideration of the mutual covenant contained herein, the parties hereinabove referred hereby stipulated and agree as follows:

1. Term of Contract – A five (5) year contract commencing on July 1, 2020 and expiring on June 30, 2025.

2. Salaries (Article 8) – A 2.50% across the board salary increase in each year of the contract, with the addition of 2 steps to the current salary guide, thereby increasing the same from 7 steps to 9 steps, effective as of the date of this MOU.

3. Compensatory Time (Article 47.04) – This provision shall be modified so as to read as follows:

With seven (7) or more days advance notice a compensatory day may be taken by a member of the force, in the case of a five (5) member shift, provided that at least three (3) members of that shift are available to work at the time of the request.

4. Compensatory Time (Article 47.05) – This provision shall be modified so as to read as follows:

With seven (7) or more days advance notice, in the case of a four (4) member shift, and notwithstanding the fact that one (1) member has been granted a vacation or other leave day, one (1) member of the shift may request and shall receive a compensatory day, notwithstanding that an overtime situation is created. Such overtime situation shall be applicable only to the use of a compensatory day on a four (4) member shift, and shall not apply to vacation or other leave days.

5. Vacations (Article 16.02) – This provision shall be modified so as to read as follows:

Five (5) days of annual vacation time shall be utilized in a one (1) week or greater block. Such vacation time shall be scheduled before the 15<sup>th</sup> of


March of the year in which such vacation time is to be taken. Rank and seniority will be utilized. All vacation days shall be requested to the Chief of Police, or his designee, seven (7) or more days prior to the date on which the vacation day is requested.

6. Sick Leave (Article 18) – Section 18.01 – This provision shall be modified so as to read as follows:

Sick Leave shall consist of fifteen (15) days per year which shall be accrued at the rate of one and one quarter (1¼) days per month. Any unused days of sick leave shall accumulate year to year up to a maximum of 375 days. Upon retirement, one half of the accumulated sick leave days shall be paid in cash to the Employee at his or her present grade based on the previous year's base salary plus longevity, subject to the limitations imposed by N.J.S.A. 40A:9-10.4.

The provisions of this Memorandum of Understanding are subject to ratification by the respective parties to the contract.

ATTEST:

By: 

Dated: 8/25/21

EDGEWATER PBA LOCAL 45



Dated: \_\_\_\_\_

ATTEST:

By: 

Dated: 8/25/21

BOROUGH OF EDGEWATER



Dated: 8-25-2021