

## MEMORANDUM OF AGREEMENT

The TOWN OF WEST NEW YORK PARKING AUTHORITY (the "Authority") and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, LOCAL NO. 1045 (the "Union") hereby enter into this Memorandum of Agreement ("Agreement") with respect to the modifications, amendments and additions to the collective bargaining agreement between the Authority and the Union, ending June 30, 2014 (the "CBA"). All terms and conditions contained in the CBA shall remain unchanged, except as modified as follows:

1. Duration:

July 1, 2014 to December 31, 2016.

2. Wages:

- Effective July 1, 2014 for those full-time unit members of the Union employed with the Authority on or prior to August 1, 2014 and who are currently employed with the Authority, an equity adjustment of \$1,000 will be added to base salary.
- Effective January 1, 2015 for those full-time unit members of the Union employed with the Authority prior to August 1, 2014 and who are currently employed with the Authority, an equity adjustment of \$2,000 will be added to base salary.
- Effective January 1, 2016, a full-time unit member will receive an equity adjustment of \$2,000 added to base salary.
- Employees will be paid on a bi-weekly basis. The pay period will begin at 12:01 AM on the Monday morning of Week 1, and will end at 12:00 AM (midnight) of the Sunday evening of Week 2. Paychecks for the pay period will be dated and distributed on the first Wednesday immediately following the end of the pay period. Bi-weekly pay shall be computed by dividing the employee's regular annual salary by the number of pay periods in the then-current calendar year.

3. Insurance:

Modify Article 8 (Medical Insurance) to delete the phrase (“but not dental)” and add that “dental insurance will be provided to eligible unit members.”

Add that “Employee only vision coverage will be provided to eligible unit members.”

4. Overtime:

Modify Article 4 (Hours and Days of Work and Overtime) to set forth the following:

Overtime shall be paid for hours worked in excess of a forty (40) hour workweek.

5. Vacation:

Modify Article 5 (Vacations) to provide that “An employee must submit a vacation request at least forty-eight (48) hours before the requested day off. The Executive Director, in his sole discretion, may permit a shorter period of time based upon an emergency.

6. Personal Days:

Modify Article 9 (Personal Days) to add the following to section “A”:

Eligible unit members with more than five (5) years of service with the Authority will receive one (1) additional personal day.

7. Grievance Procedure:

Article 3 (Grievance Procedure) is modified as follows:

Paragraph B is modified to read, “With the exception of arbitration hearings, there shall be no loss of pay for employees for time spent either as a grievant, witness or Union representative in any step of the Grievance Procedure.”

Paragraph C, Step 2, is modified to read, “With the exception of disciplinary suspensions, fines and terminations, a hearing on a grievance may be heard at the discretion of the Executive Director. If a hearing occurs, it shall be scheduled within ten (10) calendar days of the written grievance to the Director.”

Paragraph D commencing with, “The Union President or his designee may report...and ending in ...its occurrence” is deleted in its entirety.

Paragraph C, Step 4, is modified to read that, “The arbitrator shall have the authority to hear the grievance in dispute and to make a final determination. The arbitrator’s decision shall be binding on both parties. The arbitrator does not have the right to add to, subtract from or modify the collective bargaining agreement in any manner. The arbitrator shall render a decision within thirty (30) days of the close of the arbitration hearing.”

8. Vacation:

Modify Article 5 (Vacations) to add a new section as follows:

At the end of each calendar year, employees who have not used all of their accumulated earned vacation leave days may request payment for those unused accumulated days or may carry over those days into the new calendar year. If those carried over accumulated earned vacation leave days are not used at the end of the new calendar year, employees will receive payment for those unused days, as such days will not be carried over a second time.

9. Sick Leave:

Modify Article 6 (Sick Leave) to add a new section as follows:

At the end of each calendar year, employees who have not used all of their accumulated earned sick leave days may request payment for those unused accumulated days or may carry over those days into the new calendar year. If those carried over accumulated earned sick leave days are not used at the end of the new calendar year, employees will receive payment for those unused days, as such days will not be carried over a second time.



10. Uniforms:

Modify Article 11 (Uniforms) to delete the current language and to add a new section as set forth in Exhibit A attached to this Agreement and incorporated herein, which exhibit shall be signed by the Union and the Authority.

Miscellaneous:

- (a) This Memorandum of Agreement contains the entire agreement of the parties.
- (b) This Memorandum of Agreement is subject to ratification by the Commissioners of the Town of West New York Parking Authority and by the membership of the Union. The undersigned represent that they are authorized to enter into this Memorandum of Agreement on behalf of their respective principals.
- (c) The Authority shall prepare a collective bargaining agreement incorporating this Memorandum of Agreement.
- (d) The parties agree to recommend that their respective principals ratify this Memorandum of Agreement.


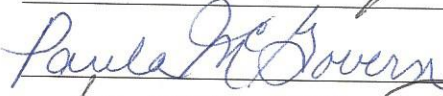
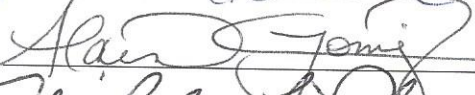
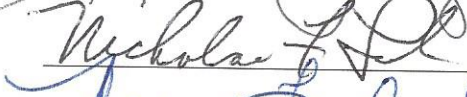
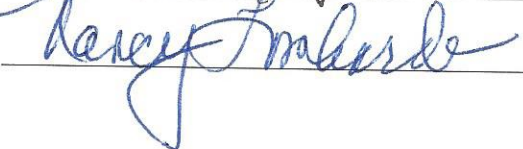
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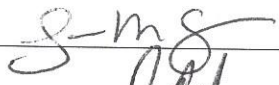
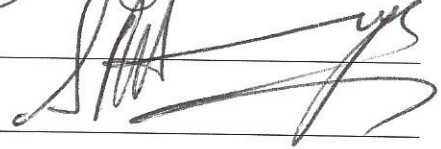
AMERICA, AFL-CIO

LOCAL NO. 1045

TOWN OF WEST NEW YORK

PARKING AUTHORITY

  
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