

R-142-21

COUNCIL/ MAYOR	INTRODUCED	SECONDED	YES	NO	ABSTAIN	ABSENT
FITZHENRY			X			
CAVADAS			X			
KARCIC			X			
SHEEDY		X	X			
DEL RUSSO	X		X			
BOCCHINO			X			
PRONTI						
ON CONSENT AGENDA <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO						

RESO RE: APPROVING THE COLLECTIVE BARGAINING AGREEMENT FOR THE PERIOD JANUARY 1, 2021 TO DECEMBER 31, 2024 BETWEEN THE BOROUGH OF NORTH ARLINGTON AND THE OFFICE AND PROFESSIONAL EMPLOYEE'S INTERNATIONAL UNION, AFL-CIO, LOCAL 32 ("WHITE COLLAR UNIT")

WHEREAS, the Collective Bargaining Agreement ("CBA") between the Borough of North Arlington ("North Arlington") and the Office and Professional Employee's International Union, AFL-CIO, Local 32 ("White Collar Unit") expired on December 31, 2020; and

WHEREAS, North Arlington and the White Collar Unit have engaged in ongoing negotiations to discuss and agree upon the terms and conditions of a successor CBA; and

WHEREAS, North Arlington and the White Collar Unit have agreed upon the terms of a successor CBA for the term January 1, 2021 through December 31, 2024; and

WHEREAS, North Arlington wishes to memorialize its approval of the terms and conditions of the successor CBA.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of North Arlington that the Collective Bargaining Agreement as between the Borough of North Arlington and the Office and Professional Employee's International Union, AFL-CIO, Local 32 ("White Collar Unit") for the term January 1, 2021 through December 31, 2024, be and hereby is APPROVED; and

BE IT FURTHER RESOLVED that the Mayor, the Borough Administrator and the Borough Attorney are authorized to take all appropriate actions so as to implement this Resolution.

APPROVED: 
Daniel H. Pronti, Mayor

ATTEST: 
Kathleen Moore, Borough Clerk

DATED: July 8, 2021

AGREEMENT

BETWEEN

THE BOROUGH OF NORTH ARLINGTON

AND

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION
AFL-CIO, CLC, LOCAL 32

BARGAINING AGENT FOR THE WHITE-COLLAR EMPLOYEES
AND POLICE DISPATCHERS

January 1, 2021 through December 31, 2024

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PREAMBLE

This Agreement entered into this 8th day of July, 2021, by and between the Borough of North Arlington, in the County of Bergen, State of New Jersey, hereinafter referred to as the "Borough", and, OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, AFL-CIO, CLC, LOCAL 32, hereinafter referred to as the "Union".

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WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and all other conditions of employment for the White Collar Unit and Police Dispatchers of the Borough.

NOW THEREFORE, the parties agree to terms as follows:

ARTICLE I

RECOGNITION

The Borough recognizes the Union as the exclusive bargaining representative of the employees employed by the Borough in the White Collar and police dispatcher negotiating units and those employees working under such additional or different titles generally considered to be White Collar in nature and police dispatchers, which may be added during the term of this Agreement.

In the event the Borough and the Union disagree as to whether a particular title is considered White Collar in nature and police dispatchers, the dispute shall be submitted to the Public Employment Relations Commission for a final and binding determination of whether or not the title is covered by this Agreement.

ARTICLE II

MANAGEMENT RIGHTS

Subject to the terms of this Agreement, nothing herein shall abrogate the management rights of the Borough or prevent it from carrying out the ordinary and customary functions of management or otherwise limit the rights, powers, duties, authority and responsibilities conferred upon them by law, or by any agency with regulatory powers or with authority to license or accredit municipal facilities or their personnel.

ARTICLE III

EMPLOYEE RIGHTS

A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he or she may have under the New Jersey Statutes or any other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

B. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employees or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, providing such activities do not violate any local, State or Federal law.

C. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or herself, or, at his or her option, by a representative selected or approved by the Union. When an employee is not represented by the Union, the Union shall have the right to be present and to state its views at all stages of the grievance procedure.

D. No reprisals of any kind shall be taken by the Borough or by any member of the administration against any party in interest, any representative, any member of the Union or any other participant in the grievance procedure by reason of such participation.

ARTICLE IV

DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Borough or any of its agents against the employees represented by the Union because of membership or activity in the Union. Neither the Borough nor the Union shall discriminate against any employee because of race, creed, color, sex or national origin.

ARTICLE V

GRIEVANCE PROCEDURE

Any grievance relating to the terms or conditions of employment for employees covered by this Agreement shall be handled in the following manner:

Step One: The aggrieved employee or his/her representative shall present to his/her Department Head in writing an account of the grievance and a demand for relief. The written account shall be sent to the Department Head within ten (10) days of the date the grievance arises. The Department Head shall deliver his/her response in duplicate to the employee and the Shop Steward within ten (10) days of receipt.

Step Two: In the event the employee or the Union is not satisfied with the response of the Department Head, or if no response has been made and all extensions have been expired, the grievance may be appealed to the Borough Administrator within ten (10) days from the receipt of the Department Head's response, or in the event there is no response upon the expiration of ten (10) days from receipt of the grievance by the Department Head. Copies of the initial grievance,

the Department Head's response (if available) and any additional statements which the employee or the Union desire to make, shall be provided to the Borough Administrator along with the appeal. Within ten (10) days of his receipt of the appeal, the Borough Administrator shall deliver a written response in duplicate to the employee and to the Shop Steward.

Step Three: In the event the employee or the Union is not satisfied with the response of the Borough Administrator, the employee or the Union shall have the right to file an appeal and to have the grievance resolved by submission to final and binding arbitration. Notice of said appeal shall be sent to the Borough within ten (10) days of the receipt of the Borough Administrator's response. The appointment of an arbitrator shall be requested through the Public Employment Relations Commission. The arbitrator shall have the authority to hear the grievance to decide the matter finally. The arbitrator's decision shall neither modify, add to, nor subtract from the term of this Agreement. The decision of the arbitrator shall be rendered within thirty (30) days after the completion of a hearing. The cost of the arbitrator and his expenses will be borne equally by both parties, unless otherwise provided by law.

ARTICLE VI

SALARIES AND WAGES

1. The salary schedules paid to all employees covered by this Agreement are set forth in attached Schedules A and B which reflect the following wage adjustments:

(A) All employees covered by this Agreement who are hired on or before December 31, 2014 shall receive an increase of 2.50% each calendar year from January 1, 2021 to December 31, 2024. The foregoing increases are reflected in Schedule A attached hereto.

(B) All employees covered by this Agreement who are hired on or after January 1, 2015 shall receive an increase of 2.50% each calendar year from January 1, 2021 to December 31, 2024. The foregoing increases are reflected in Schedule B attached hereto.

2. For those titles designated and set forth on attached schedules, the wage rates shall be as set forth herein. Increments shall be provided on the employee's annual anniversary date until maximum salary for their title has been attained.

3. All paychecks shall be issued and distributed every other Thursday on a bi-weekly basis. In the event a holiday is recognized under this Agreement on a Thursday in which paychecks shall be issued and distributed, paychecks shall be distributed the preceding Wednesday.

4. Any employee hired after the signing of this contract shall be paid a wage rate not to exceed the lowest rate paid to an existing incumbent employee in the same title with like working experience and education in that discipline. If a new employee is hired at a higher wage rate than that of an existing employee, then those employees at a lower rate than the new hire shall be made whole. The Borough, with prior notification and discussion with the Union, may bring a new hire in at the first (1st) step wage rate consistent with this paragraph

ARTICLE VII

LONGEVITY

(A) All employees shall be paid longevity payments in addition to their base annual salary to be calculated from the date of hire as follows:

Three years of service	1% of base salary
Six years of service	2% of base salary

Nine years of service	3% of base salary
Twelve years of service	4% of base salary
Fifteen years of service	5% of base salary
Eighteen years of service	6% of base salary
Twenty-one years of service	9% of base salary
Twenty- four years of service	12% of base salary

(B) Notwithstanding anything herein to the contrary, no longevity payments shall be owed or paid to any employees hired on or after January 1, 2015.

ARTICLE VIII

INSURANCE BENEFITS

All employees shall be enrolled in the New Jersey State Health Benefits Plan (SHBP).

The Borough reserves the right to substitute the carrier of said insurance or to self-insure, provided the employees obtain coverage and protection equal to or better than the current coverage. The insurance coverage contemplated under this section is delineated in the benefit booklet provided by the SHBP. Employees shall contribute to their coverage in accordance with applicable New Jersey Statutes.

1. The Borough shall enroll and maintain all employees within the Temporary Disability Benefits program provided to the Police Department at no cost to the employee. The Borough reserves the right to substitute the carrier of said insurance or to self-insure, provided that individual employees obtain identical coverage and protection equal to or better than the current coverage.

2. The Borough shall offer to all employees enrollment in the Delta Dental Plan, which plan is presently in effect at the Borough as of the date of this Agreement. The Borough

reserves the right to substitute the carrier of said insurance or to self-insure, provided that individual employees obtain coverage and protection equal to or better than the current coverage. Employees shall contribute to their coverage in accordance with applicable New Jersey Statutes.

3. The Borough shall provide life insurance for individual employees covered by this Agreement with a death benefit of not less than Twenty Thousand (\$20,000.00) Dollars per employee.

4. The Borough agrees to provide liability insurance coverage in an adequate sum to cover employees while engaged in the performance of their duties.

5. The Borough shall continue to provide all employees with a prescription drug insurance plan provided by the SHBP. All premiums for said insurance shall be allocated between the Borough and the employees in accordance with all applicable New Jersey Statutes.

6. All employees shall receive eye care reimbursement based upon proof of payment for eye examination or eye wear during each year of the Agreement. Each employee shall receive an allotment of three hundred dollars (\$300.00) per year. The balance in the employee's account at the end of the year shall be carried forward to the next year, up to a banked maximum of nine hundred dollars (\$900.00). Such payment shall be restricted to the employee only.

7. All employees covered by this Agreement shall receive an orthodontic benefit, which will be provided based upon a fifty (50%) percent co-payment by the employee with a \$1,000.00 lifetime benefit per employee.

8. Notwithstanding anything in this Agreement to the contrary, all employees shall contribute towards the cost of their healthcare benefits coverage as required under applicable State law, including but not limited to P.L. 2011, C. 78.

ARTICLE IX

SICK LEAVE

Sick leave shall accumulate in accordance with the Civil Service Statutes and Regulations.

1. Every employee, other than police dispatcher, shall accumulate one (1) day per month sick leave during the first calendar year of employment and thereafter 15 days per year. Police dispatchers shall accumulate .833 sick days per month during the first calendar year of employment, and thereafter ten (10) days per year.

2. For the purposes of this paragraph only, the within contract year shall be December 1st of each year to November 30th of the following year.

In the event the employee, other than police dispatchers, does not utilize any or a portion of his/her sick leave, said employee shall be reimbursed on the following schedule:

ACCUMULATED DAYS	% OF COMPENSATION
10-15	100%
5-9	50%
1-4	25%

In the event a police dispatcher does not utilize any or a portion of his/her sick leave, said police dispatcher shall be reimbursed on the following schedule:

ACCUMULATED DAYS	% OF COMPENSATION
6-10	100%
4-5	50%

Employees may accumulate up to ten (10) unused sick days per year, not to exceed a maximum of forty (40) days. Employees hired after July 1, 1995 may only accumulate a maximum of fifteen (15) days. Effective January 1, 2022, Employees may only accumulate a maximum of twenty (20) days. Effective January 1, 2023, Employees may only accumulate a maximum of twenty five (25) days. Effective January 1, 2024, Employees may only accumulate a maximum of thirty (30) days. Payment each year for the balance of the unused sick leave days shall be compensated in accordance with the aforementioned schedules. It is further agreed that payment for unused sick leave shall be made no later than the pay prior to Christmas Day of each year. It is expressly understood that an employee must work the entire 12 month period from December 1st through November 30th to be eligible for the benefit.

3. In the event the employer purchases the balance of an employee's sick leave from that calendar year, and the employee utilizes sick leave thereafter in December, said sick leave may be deducted from the accumulated bank or be credited against the immediately succeeding year's sick leave allotment.

4. For dispatchers, a day shall be considered eleven and a half (11.5) hours.

5. Payment of compensation for accumulated unused sick days to Employees hired on or after May 21, 2010 shall only be made at the time of the Employee's retirement, and such payment shall not exceed \$15,000.00.

ARTICLE X
PERSONAL DAYS

Each employee may be absent without loss of pay for a maximum of three (3) days per year for personal reasons. Such leave shall be granted upon reasonable notice to and approval of the Department Head. The Department Head's approval shall not be unreasonably withheld. Personal days under this Article shall not accumulate from year to year.

In lieu of a clothing allowance received by other bargaining units within the Borough, employees in the White Collar Unit, other than dispatchers, shall be entitled to two (2) additional personal days per year subject to the conditions set forth in Paragraph 1 above.

For dispatchers, a day shall be considered eleven and a half (11.5) hours.

ARTICLE XI
LEAVE OF ABSENCE

The Borough may grant on thirty (30) days written notice the request of any employee to take a leave of absence without pay not to exceed six (6) months. The Borough may waive the notice requirement. The Borough may extend such leave for a period not to exceed an additional six (6) months with the consent of the Department of Civil Service. In the event the employee extends his or her granted leave without the approval of the Borough, his or her employment may be terminated.

ARTICLE XII
BEREAVEMENT LEAVE

1. Employee shall be entitled to three (3) working days leave with pay to attend or make arrangements for the funeral of a member of their immediate family. Immediate family

includes mother, father, sisters, brothers of the employee, children, mother-in-law, father-in-law, brother-in-law and sister-in-law, grandparents, grandchildren, persons so designated as legal guardians and anyone regularly residing in the household. Employees shall be entitled to four (4) working days leave with pay to attend or make arrangements for the funeral of the employee's spouse.

2. In the case of step-mother residing with the employee's father or a step-father residing with the employee's mother at the time of death, employee shall be entitled to one (1) day leave with pay.

3. In the event that any of the persons covered in this Article reside at the time of death more than 150 miles from the Borough of North Arlington, the employee would be entitled to one (1) more additional day's leave with pay.

4. An employee may request from his/her department head additional days off in connection with a death in the family.

ARTICLE XIII

RETIREMENT BENEFITS

1. The Borough shall provide pension and retirement benefits to employees covered by this Agreement pursuant to the Public Employment Retirement System and related Statutes of the State of New Jersey.

The accumulation of years of service to qualify for retirement benefits shall be credited for the following:

- A. Permanent part time employees who have become permanent full time employees covered by the Collective Bargaining Agreement and worked set

scheduled in a title that would be included in the bargaining unit if the position were full time.

B. Permanent full time employees regardless of title.

C. Nothing contained herein shall be interpreted to give credit for the accumulation of service to qualify for retirement benefits for the following types of employment: seasonal, temporary and/or provisional employees regardless of title or year of service.

2. The Borough shall, for those employees hired on or before December 31, 2014 only, provide and pay the premium for the insurance coverage set forth in Article VIII, Section 1 herein to all employees who retire after ten (10) years of Borough employment. Said insurance coverage is to be terminated upon the employee's obtaining another substitute policy or upon expiration of five (5) years subsequent to retirement, whichever comes first.

3. The Borough shall, for those employees hired on or before December 31, 2014 only, provide and pay the premium for the insurance coverage set forth in Article VIII, Section 1 herein to all eligible employees who retire after twenty (20) years of Borough employment. Said insurance coverage is to be terminated upon the employee's obtaining another substitute policy or upon expiration of seven (7) years subsequent to retirement, whichever comes first.

4. The Borough shall provide and pay the premium for the insurance coverage set forth in Article VIII, Section 1 herein to all employees who retire after twenty-five (25) years of Borough employment.

5. The Borough shall provide and pay for a life insurance policy with a death benefit of no less than Ten Thousand (\$10,000.00) Dollars to all employees who retire after ten (10) years of Borough employment.

6. Any benefits which the employee would be entitled to will continue for the employee's spouse/dependent, so long as the recipient is the spouse/dependent of employee at the time of the employee's death.

ARTICLE XIV

HOLIDAYS

1. All employees shall receive the regular rate of pay for one (1) full day without being required to work for each of the following recognized holidays:

New Year's Day	Independence Day
Martin Luther King's Jr's Birthday	Labor Day
Lincoln's Birthday	Columbus Day
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Election Day	Day after Thanksgiving
Memorial Day	Christmas Day

2. In the event the holiday falls on a Saturday, it shall be observed by the Borough on the preceding Friday. In the event a holiday falls on a Sunday, it shall be observed by the Borough on the following Monday.

3. In addition to the recognized holidays set forth in Paragraph 1 above, the Borough shall observe all additional holidays declared by the President of the United States, the Governor of New Jersey or the Mayor and Council of the Borough of North Arlington.

4. If any of the above named holidays fall within an employee's vacation, the employee shall be entitled to such holidays(s) at any time during the calendar year.

ARTICLE XV

VACATIONS

1. Employees, other than police dispatchers, shall be entitled to paid vacations based upon the following schedule determined by length of service:

0 - 1 year	1 day for each full month of service
1 - 10 years	17 days
10 - 15 years	18 days
15 - 20 years	20 days
20 - 25 years	25 days
25 years or more	30 days

2. Police dispatchers shall be entitled to paid vacations based upon the following schedule determined by length of service:

0 - 1 year	1 day for each full month of service
1 - 10 years	11 days
10 - 15 years	12 days
15 - 20 years	14 days
20 - 25 years	19 days
25 years or more	24 days

3. Vacation allowance must be taken during the current calendar year at such time as approved by the Borough.

4. For Dispatchers, a day shall be considered eleven and ½ (11.5) hours.

ARTICLE XVI

WORK SCHEDULE

1. Hours of work for all employees shall be from 8:30 A.M. to 4:00 P.M., Monday through Friday inclusive. All employees shall be allowed one half (1/2) hour leave for lunch, and two (2) fifteen minute coffee breaks, one to be taken in the morning and one in the afternoon.

2. It is agreed by both parties that the hours of work for the employees covered under this Agreement cannot be changed without notice to and negotiation with the Union.

3. Police Dispatchers shall work shifts of 11.5 hours daily. Employees shall be paid for such hours at the regular straight time rate including regularly scheduled hours on Saturday and Sunday.

4. Effective the last quarter of 2011, the dispatcher who works the night shift (6:00 p.m. – 6:00 a.m.) will receive 1 additional comp day per quarter.

5. The “ Pitman” schedule will remain in full force and effect.

ARTICLE XVII

OVERTIME COMPENSATION

1. Overtime work shall be defined as all work performed in excess of the standard seven (7) hour work day inclusive of coffee breaks, exclusive of lunch. Compensation for overtime work shall be computed as follows:

- A. For hours worked in excess of thirty seven and one-half (37 ½) hours in any one week, inclusive of credit for holiday leave, the employee shall be paid at the rate of one and one-half (1 ½) times the regular straight time rate.

- B. For hours worked on a Saturday, the employee shall be paid at the rate of one and one-half (1 ½) times the regular straight rate, with the exception of Dispatchers working regularly scheduled hours on the "Pitman" schedule.
- C. For hours worked on a Sunday, the employee shall be paid at the rate of two (2) times the regular straight time rate, with the exception of Dispatchers working regularly scheduled hours on the "Pitman" schedule.
- D. For hours worked in excess of eleven (11) hours in any one day, the employee shall be paid at the rate of two (2) times the regular straight time rate.
- E. For hours worked on a holiday recognized under this Agreement, the employee shall be paid at the rate of one and one-half (1 ½) times the regular straight time rate, exclusive of holiday pay declared under Article XIV of this Agreement.

In no event shall an employee be compensated for overtime work under more than one formula set forth above.

2. In the event an employee not on duty is called into work for an emergency either after the completion of a regular scheduled work day or prior to the commencement thereof, he/she shall receive the greater of the payment of Thirty (\$30.00) Dollars or a minimum of two (2) hours pay at the applicable overtime compensation rate required under paragraph 1 above. Such payment shall be made regardless of time actually worked by the employee as a result of being called into work.

3. Overtime work for Emergency assignments are recognized by both parties as necessary and required for the health, safety and welfare of the inhabitants of the Borough. Emergency assignments shall not be refused.

4. The Borough shall pay overtime compensation biweekly.

5. Overtime work within a department shall be distributed as to provide for equal or nearly equal opportunity for all employees in the department to work overtime.

6. Overtime work shall be offered first to employees within the department in which the work is required and then to employees in the White Collar Unit at large. Within the department, overtime work shall be offered first to employees working in the title in which the work is required and next to all employees within the department based upon seniority. After overtime work has been offered to all employees within the department, it shall be offered to employees outside of the department on the basis of seniority.

7. For dispatchers, any shift work in excess of 11.5 hours in any one day, or in excess of eighty (80) hours in a two (2) week period, shall entitle the employee to be paid at the overtime rate of one and one-half (1½) times the regular straight time rate.

The Borough shall maintain a seniority roster for all White Collar employees. For purposes of this paragraph, there shall be two departments: (1) Administrative and Executive, which shall consist of Construction, Clerk and Administration employees, and (2) Court and Police which shall consist of all employees working with either the Police Department or the Municipal Court.

8. In the event that Borough Hall is closed for the day, or closes more than two hours early, due to weather conditions pursuant to a State-Declared emergency closure, all Dispatchers who are required to work during such periods shall receive one-half hour of compensatory time off for each hour that Borough Hall is closed during the working day. This provision shall be applicable only for the period January 1, 2021 through December 31, 2024 and shall be deemed to have "sunset" as of December 31,

2024.

ARTICLE XVIII

SENIORITY

1. Seniority is defined as an employee's total length of full-time service with the Borough beginning on his/her first date of employment. An employee whose service with the Borough was discontinued for reasons other than leave of absence and whose employment was subsequently resumed shall not accrue seniority credit during the time when he/she was not employed by the Borough.

2. All senior employees shall receive preference in connection with the scheduling of vacations.

3. Seniority shall be considered by the Borough in cases of promotions, demotions, layoffs and recall.

4. The Borough shall maintain an accurate seniority roster to show each employee's date of hire, classification and pay rate. A copy of said roster shall be furnished to the Union upon request, which request shall not be made more than two (2) times in one (1) year.

ARTICLE XIX

UNION BUSINESS

1. The Union shall designate a Shop Steward who shall be charged with the responsibility in handling Union affairs under this Agreement.

2. The Union shall have the right to represent individual employees through all stages of the grievance procedure by its officers, agents or Shop Stewards.

3. The Borough shall permit the Shop Steward of the Union or any one Union member designated by the Shop Steward, leave with pay not to exceed six (6) calendar days in

one (1) calendar year for the purpose of attending to Union business. In no event shall more than one (1) Union representative be on leave at the same time.

ARTICLE XX

BULLETIN BOARDS

1. The Borough agrees to provide bulletin boards for Union purposes in locations to be determined by the Borough.

2. The bulletin boards may be used by the Union for general matters of Union interest. Among the purposes for which the bulletin boards may be used include the following:

- Notice of Union meetings
- Nominations and Election notice
- Election results
- Copies of Agreements between the Borough and the Union

3. The Union agrees not to use the bulletin boards for employment, derogatory or disruptive purposes.

4. All uses of the bulletin boards shall be subject to the approval of the applicable Department Head. Said approval shall not be unreasonably withheld.

ARTICLE XXI

PAYROLL DEDUCTIONS

1. Payroll deductions from employees' salaries for dues to the Union shall be made by the Borough upon submission by the Union to the Borough of notification by the employee authorizing the Borough to deduct the dues from his/her pay and to forward same to the Union.

2. As to those employees covered under this Agreement who are not members of the Union and from whom payroll deductions or dues are not made under Paragraph 1 of this

Article, the Borough shall deduct from the salaries of such employees a representation fee in lieu of dues in the amount of eighty-five (85%) of the payroll deducted from those employees who are members of the Union and shall forward same to the Union.

3. Upon receipt of written authorization signed by an employee, deduction shall be from the employee's salary and forwarded to N.J.E.L.U Credit Union in the same amount specified in the authorization.

ARTICLE XXII

NON-INTERRUPTION OF WORK

1. The Union agrees not to cause, sanction or take part in any strike whatsoever, sit-down, sit-in, sympathy, general or other strike. The foregoing shall not be deemed in derogation of, but in addition to, any coalition against strikes provided by law.

2. The Borough represents that it shall not cause a "lockout" of Union employees.

ARTICLE XXIII

MAINTENANCE OF BENEFITS

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the date of signing of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Borough in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied, so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

ARTICLE XXIV

COLLECTIVE NEGOTIATING PROCEDURE

1. Collective negotiations with respect to rates of pay, hours or work, or other negotiable terms and conditions for employment shall be conducted by the duly authorized negotiating agent of each of the parties. No more than three (3) representatives of each party plus counsel shall participate in collective bargaining sessions except by consent of the other party.

2. Collective negotiations for the contract period beginning on January 1, 2021, shall commence upon the Union's presentation of its demands to Borough for a negotiation session, which shall be scheduled at the convenience of both parties.

3. Union representatives scheduled to work during periods agreed upon for negotiations shall be permitted to attend the negotiations without penalty or loss of pay. Additionally, Union representatives shall be permitted to meet for consultation purposes immediately prior to the start of the session without penalty or loss of pay.

ARTICLE XXV

SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members is held to be invalid by operation of law, by any court, administrative body or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to such invalid provision. All other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

ARTICLE XXVII

CLOTHING MAINTENANCE

In lieu of a clothing maintenance allowance all employees shall receive first (1st) a \$200.00 increase to their base salary and then the general across the board wage increase as set forth in Article VI.

ARTICLE XXVIII

COMPENSATORY TIME

An employee in the bargaining unit shall be permitted to accumulate no more than 25 hours of compensatory time and shall submit to all reasonable rules agreed upon by the parties.

It is understood that if and in the event compensatory time of an employee is not utilized by December 15 of each year then, and in that event, the Borough shall pay the employee for accrued compensatory time in the last pay period of that year.

It is the intent and agreement of the parties that compensatory time may not be carried over from one year to the next by an employee.

ARTICLE XXIX

CLOTHING ALLOWANCE

Effective January 1, 2022, dispatchers shall receive a safety shoe allowance of \$150.00 per year.

ARTICLE XXX

TERM

This Agreement shall become effective as of January 1, 2021, except those areas that state another date, and shall remain in full force and effect until midnight December 31, 2024. Then

this Agreement shall continue in full force and effect on a month-to-month basis until a new Agreement is executed.

ATTEST:

BOROUGH OF NORTH ARLINGTON

Kathleen Moore

By: [Signature]

ATTEST:

OFFICE & PROFESSIONAL EMPLOYEES
LOCAL 32

[Signature]

By: William Henning
William Henning, Business Manager/Secretary

[Signature]

By: Greg MacLaine 6.25.21
Greg MacLaine,
Business Representative/Secretary-Treasurer

By: [Signature]
, Shop Steward

By: Deiane Helmigmann
, Shop Steward

WHITE COLLAR AND DISPATCHER

SALARY SCHEDULE

SCHEDULE "A"

POSITION	2021	2022	2023	2024
Senior Clerk/Steno/A&E	70,464.62	72,226.24	74,031.90	75,882.70
Senior Clerk/Typist/Const.	70,272.19	72,028.99	73,829.71	75,675.45
Senior Clerk/Steno/Police	71,166.16	72,945.31	74,768.94	76,638.16
Senior Clerk/Steno/Police	77,813.07	79,758.40	81,752.36	83,796.17
Principal Tax Clerk	81,049.19	83,075.42	85,152.31	87,281.12
Clerk Step 1	23,908.76	24,506.48	25,119.14	25,747.12
Step 2	38,375.32	39,334.70	40,318.07	41,326.02
Step 3	41,568.70	42,607.92	43,673.12	44,764.95
Step 4	47,061.04	48,237.57	49,443.51	50,679.60
Clerk Typist Step 1	28,788.34	29,508.05	30,245.75	31,001.89
Step 2	46,203.07	47,358.15	48,542.10	49,755.65
Step 3	50,051.37	51,302.65	52,585.22	53,899.85
Step 4	57,771.77	59,216.06	60,696.46	62,213.87
Principal Clerk Typist Step 1	30,693.17	31,460.50	32,247.01	33,053.19
Step 2	48,993.80	50,218.65	51,474.12	52,760.97
Step 3	53,035.68	54,361.57	55,720.61	57,113.63
Step 4	61,179.20	62,708.68	64,276.40	65,883.31
Violations Clerk Step 1	28,788.34	29,508.05	30,245.75	31,001.89
Step 2	46,203.07	47,358.15	48,542.10	49,755.65
Step 3	50,051.33	51,302.65	52,585.22	53,899.85
Step 4	57,834.91	59,280.78	60,762.80	62,281.87
DPW Dispatcher	39,740.46	40,733.97	41,752.32	42,796.13
Technical Asst. to Const. Off.	45,166.12	46,295.27	47,452.65	48,638.97
POLICE DISPATCHERS				
Full Time Supervisor	62,180.60	63,735.12	65,328.50	66,961.71
Full Time	59,789.04	61,283.77	62,815.86	64,386.26
Full Time Effective 1/1/02	41,377.25	42,411.68	43,471.97	44,558.77
After First Year	48,638.99	49,854.96	51,101.33	52,378.86
After Second Year	54,445.53	55,806.69	57,201.86	58,631.91
After Third Year	59,445.53	60,931.67	62,454.96	64,016.33

**WHITE COLLAR AND DISPATCHER
SALARY SCHEDULE
SCHEDULE "B"**

Page 1 of 2

POSITION	2021	2022	2023	2024
Senior Clerk/Steno/A&E	70,464.62	72,226.24	74,031.90	75,882.70
Senior Clerk/Typist/Const.	70,272.19	72,028.99	73,829.71	75,675.45
Senior Clerk/Steno/Police	71,166.16	72,945.31	74,768.94	76,638.16
Senior Clerk/Steno/Police	77,813.07	79,758.40	81,752.36	83,796.17
Principal Tax Clerk	81,049.19	83,075.42	85,152.31	87,281.12
Clerk Step 1	23,908.76	24,506.48	25,119.14	25,747.12
Step 2	26,802.79	27,472.86	28,159.68	28,863.67
Step 3	29,696.83	30,439.25	31,200.23	31,980.24
Step 4	32,590.86	33,405.63	34,240.77	35,096.79
Step 5	35,484.90	36,372.02	37,281.32	38,213.35
Step 6	38,378.93	39,338.40	40,321.86	41,329.91
Step 7	41,272.95	42,304.77	43,362.39	44,446.45
Step 8	47,061.04	48,237.57	49,443.51	50,679.60
Clerk Typist Step 1	28,778.34	29,497.80	30,235.25	30,991.13
Step 2	32,411.40	33,221.69	34,052.23	34,903.54
Step 3	36,034.46	36,935.32	37,858.70	38,805.17
Step 4	39,657.51	40,648.95	41,665.17	42,706.80
Step 5	43,280.57	44,362.58	45,471.64	46,608.43
Step 6	46,903.63	48,076.22	49,278.13	50,510.08
Step 7	50,526.69	51,789.86	53,084.61	54,411.73
Step 8	57,772.82	59,217.14	60,697.57	62,215.01
Principal Clerk Typist Step 1	30,693.17	31,460.50	32,247.01	33,053.19
Step 2	34,503.93	35,366.53	36,250.69	37,156.96
Step 3	38,314.69	39,272.56	40,254.37	41,260.73
Step 4	42,125.45	43,178.59	44,258.05	45,364.50
Step 5	45,936.22	47,084.63	48,261.75	49,468.29
Step 6	49,746.98	50,990.65	52,265.42	53,572.06
Step 7	53,557.74	54,896.68	56,269.10	57,675.83
Step 8	61,179.20	62,708.68	64,276.40	65,883.31
Violations Clerk Step 1	28,788.34	29,508.05	30,245.75	31,001.89
Step 2	32,419.16	33,229.64	34,060.38	34,911.89
Step 3	36,049.98	36,951.23	37,875.01	38,821.89
Step 4	39,680.79	40,672.81	41,689.63	42,731.87
Step 5	43,311.61	44,394.46	45,504.26	46,641.87
Step 6	46,942.43	48,115.99	49,318.89	50,551.86
Step 7	50,573.24	51,837.57	53,133.51	54,461.85
Step 8	57,834.91	59,280.78	60,762.80	62,281.87
Parking Violations	47,467.36	48,654.04	49,870.39	51,117.15
DPW Dispatcher	39,740.46	40,733.97	41,752.32	42,796.13
Technical Asst. to Const. Off.	45,166.12	46,295.27	47,452.65	48,638.97

POSITION	2021	2022	2023	2024
POLICE DISPATCHERS				
Full Time Supervisor	62,180.60	63,735.12	65,328.50	66,961.71
Full Time	59,789.04	61,283.77	62,815.86	64,386.26
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After First Year	48,638.99	49,854.96	51,101.33	52,378.86
After Second Year	54,445.53	55,806.69	57,201.86	58,631.91
After Third Year	59,445.53	60,931.67	62,454.96	64,016.33



BOROUGH OF NORTH ARLINGTON

Daniel H. Pronti
Mayor

214 Ridge Road
North Arlington, New Jersey 07031
April 15, 2021

(201) 991-6060
Fax (201) 991-0140
northarlington.org

Gregory B. MacLaine
Local 32
Office & Professional Employees
International Union, AFL-CIO
3350 Highway 138, Bldg. 2, Suite 125
Wall, NJ 07719

Re: North Arlington/Office & Professional Employees

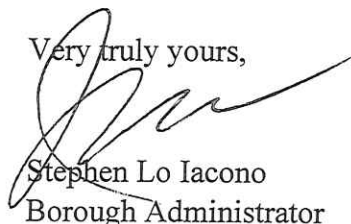
Dear Mr. MacLaine:

This letter will serve to confirm that upon ratification and execution of the Collective Bargaining Agreement between the Borough of North Arlington (the "Borough") and the Office and Professional Employees International Union AFL-CIO, CLC Local 32 (the "Union"), the Borough agrees as follows:

1. Those vision benefits provided to covered employees under Article VIII of the Collective Bargaining Agreement which were available to such employees during calendar year 2020 may be carried over into calendar year 2021, but must be used on or before December 31, 2021.
2. The Borough will introduce and adopt an "Opt-Out Ordinance consistent with the statute permitting same.

Should you have any questions with respect to the foregoing, please do not hesitate to contact me.

Very truly yours,


Stephen Lo Iacono
Borough Administrator

RECEIVED

APR 19 2021

OPEIU
LOCAL 32

