

# RESOLUTION



## Borough of Fort Lee Bergen County, New Jersey

Council	Motion	Second	Yes	No	Abstain	Absent
Sohmer			X			
Yoon			X			
Suh		X	X			
Drumgoole			X			
Kasofsky			X			
Cervieri	X		X			

June 20, 2024  
Regular Session Meeting

Resolution # R-5

Carried: X Defeated:    Tabled:   

Approved on Consent Agenda:

### RESOLUTION OF THE BOROUGH OF FORT LEE AUTHORIZING THE MAYOR TO EXECUTE THE MEMORANDUM OF AGREEMENT BETWEEN THE BOROUGH OF FORT LEE AND THE PBA LOCAL 245, UNITED SERVICE WORKERS UNION – DEPARTMENT HEADS, UNITED SERVICE WORKERS UNION 1N – WHITE COLLAR AND UNITED SERVICE WORKERS UNION 1N – BLUE COLLAR

**WHEREAS**, the Borough of Fort Lee and the PBA Local 245, United Service Workers Union – Department Heads, United Service Workers 1N - White Collar and United Service Workers 1N - Blue Collar (hereinafter the “Unions”) desire to enter into a Memoranda of Agreement so that the Borough may be in compliance with regulations relating to the Carryover of Vacation Time; and

**WHEREAS**, the Mayor and Council of the Borough of Fort Lee has deemed it to be in the Borough’s best interest to enter into the above referenced Memorandum of Agreement; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Fort Lee, in the County of Bergen, State of New Jersey as follows:

1. That the Mayor shall be and is hereby authorized to execute a Memorandum of Agreement with the PBA Local 245, United Service Workers Union – Department Heads, United Service Workers 1N - White Collar and United Service Workers 1N - Blue Collar; and
2. That upon execution of the Memorandum of Agreement, this resolution and the Memorandum of Agreements between the parties shall be available for public inspection in the Office of the Borough Clerk.

I, Municipal Clerk Borough of Fort Lee do hereby certify that the foregoing resolution is a true copy of a resolution adopted by the Fort Lee Governing Body at the Regular Session Meeting held June 20, 2024.

**FINAL APPROVED VERSION**

**MEMORANDUM OF AGREEMENT**

This Agreement is entered into by and between the Borough of Fort Lee (hereinafter the "Borough") and the United Service Workers Union (Department Head Unit) (hereinafter the "Union").

**WHEREAS**, the Borough and the Union are parties to a collective negotiations agreement for the period of January 1, 2022 through December 31, 2025; and

**WHEREAS**, N.J.S.A. 11A:6-3 provides: "vacation not taken in a given year because of business demands shall accumulate and be granted during the next succeeding year only"; and

**WHEREAS**, notwithstanding, members of the Union have accumulated vacation leave in excess in accordance with prior collective negotiations agreements; and

**WHEREAS**, the Borough and the Union seek to bring members' accumulated vacation leave into compliance with N.J.S.A. 11A:6-3 while also allowing them the benefit of previously accumulated vacation leave which they justifiably and reasonably relied upon pursuant to the prior collective negotiations agreements between the parties.

**NOW, THEREFORE**, it is hereby stipulated and agreed by and between the Borough and the Union as follows:

1. The Borough and the Union agree and acknowledge that, pursuant to N.J.S.A. 11A:6-3, members may only carry vacation leave from the calendar year in which it was earned into the next succeeding calendar year and no further, provided that such vacation leave went unused due to the Borough's business demands.
2. Any vacation leave first accrued during the 2023 calendar year or prior that any member still has available to them in their vacation leave bank shall be used by said member by December 31, 2025. Any vacation leave first accrued during the 2023 calendar year or prior that a member fails to use by December 31, 2025 shall be forfeited.
3. Any vacation leave first accrued during the 2024 calendar year or thereafter shall be strictly subject to the limitations set forth under N.J.S.A. 11A:6-3 and may be carried over from the year in which it was earned into the next succeeding calendar year only where such vacation leave went unused due to the Borough's business demands.
4. Effective in 2025 and thereafter, a Department Head unit member may elect to convert unused vacation days in from the relevant year to Non-Compensatory Days ("ND" days) provided the unit member notifies the Borough Administrator of his/her intent to do so by December 1 of the year.
5. The Non-Compensatory Days ("ND" days) referred to in paragraph 4 shall be subject to the following:

a. It shall not be eligible to be cashed-in at any time, including at separation of employment;

b. If not used by December 31 of the year after converted the Non-Compensatory Days ("ND" days) shall be forfeited; and

6. Except as provided herein, all carry over of vacation leave from one calendar year into the next succeeding calendar year shall be subject to the discretion and approval of the Borough Administrator and the limitations imposed by N.J.S.A. 11A:6-3.
7. Except as set forth in this Agreement, the parties' contract shall remain unchanged.
8. This Agreement shall not be effective until it has been approved by members of the Union and approved by the Borough Council of the Borough of Fort Lee.

**FOR USWU (Department Head Unit)**

  
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**JOHN CASTELLA, BUSINESS AGENT**

Dated: 7-11-24

**FOR THE BOROUGH**

  
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**MARK J. SOKOLICH, MAYOR**

Dated:

7-12-24