

COUNCIL/ MAYOR	INTRODUCED	SECONDED	YES	NO	ABSTAIN	ABSENT
FITZHENRY						X
CAVADAS			X			
KARCIC	X		X			
SHEEDY			X			
DEL RUSSO		X	X			
BOCCHINO			X			
PRONTI						
ON CONSENT AGENDA ___ YES ___ X ___ NO						

R-199-21

RESOLUTION 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 EMPLOYEES INTERNATIONAL UNION, AFL-CIO, LOCAL 32 (“BLUE COLLAR UNIT”)

WHEREAS, the Collective Bargaining Agreement (“CBA”) between the Borough of North Arlington (“North Arlington”) and the Office and Professional Employees International Union, AFL-CIO, Local 32 (“Blue Collar Unit”) expired on December 31, 2020; and

WHEREAS, North Arlington and the Blue 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 Blue Collar Unit have agreed upon the terms of a successor CBA for the period 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 Employees International Union, AFL-CIO, Local 32 (“Blue Collar Unit”) for the period January 1, 2021 through December 31, 2024, be and hereby is **APPROVED**; and

BE IT FURTHER RESOLVED that the Mayor, the Borough Administrator, the Borough Attorney, and the Borough Labor 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: November 4, 2021

CERTIFIED TO BE A TRUE COPY OF A RESOLUTION ADOPTED BY THE GOVERNING BODY OF THE BOROUGH OF NORTH ARLINGTON, BERGEN COUNTY, NEW JERSEY AT THEIR MEETING DATED

11/4/2021


BOROUGH CLERK

AGREEMENT
BETWEEN
THE BOROUGH OF NORTH ARLINGTON
AND
OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION
AFL-CIO, LOCAL 32
“BLUE COLLAR” EMPLOYEES

January 1, 2021 through December 31, 2024

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PREAMBLE

This Agreement is entered into this _____ day of _____, 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, LOCAL 32, hereinafter referred to as the “Union”.

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 “Blue Collar” Unit 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 in the negotiating unit of Blue Collar employees and all employees working under such additional or different titles generally considered to be Blue Collar in nature, which may be added during the term of this Agreement.

ARTICLE II - MANAGEMENT RIGHTS

(A) 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

(A) 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

(A) 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 to Step Two. 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 terms 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/her expenses will be borne equally by both parties, unless otherwise provided by law.

ARTICLE VI - SALARIES AND WAGES

(A) 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:

(1) Any Employee 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.

(2) Any 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.

(B) 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.

(C) Step increases are effective upon the employee's anniversary date.

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 (3) years of service	1% of base salary
Six (6) years of service	2% of base salary

Nine (9) years of service	3% of base salary
Twelve (12) years of service	4% of base salary
Fifteen (15) years of service	5% of base salary
Eighteen (18) years of service	6% of base salary
Twenty-one (21) years of service	9% of base salary
Twenty- four (24) years of service	12% of base salary

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

ARTICLE VIII - INSURANCE BENEFITS

(A) 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.

(B) 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.

(C) (a) The Borough shall offer to all employees enrollment in the New Jersey 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.

(b) Effective August 1, 1992, the Borough shall provide orthodontic coverage to a maximum benefit of one thousand dollars (\$1,000.00) per year.

(D) 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.

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

(F) The Borough shall provide all employees with a prescription drug 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.

(G) 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.

(H) 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

(A) Every employee shall accumulate one (1) day per month sick leave during the first calendar year of employment and thereafter 15 days per year.

(B) 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 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%

Effective December 1, 1997 employees may accumulate up to ten (10) unused sick days per year, not to exceed a maximum of forty (40) days. Payment each year for the balance of the unused sick leave days shall be compensated in accordance with the aforementioned schedule.

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.

Notwithstanding anything in this Agreement to the contrary, pursuant to N.J.S.A. 11A:6-19.2, payment of compensation through accumulated unused sick days for 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.

ARTICLE X - PERSONAL DAYS

(A) 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.

ARTICLE XI - LEAVE OF ABSENCE

(A) 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

(A) 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, children, mother-in-law, father-in-law, brother-in-law, 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.

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

(C) 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.

(D) An employee may request from his/her Department Head additional days off in connection with a death in the family.

ARTICLE XIII - RETIREMENT BENEFITS

(A) 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.

(B) 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 A 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.

(C) 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 A 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.

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

(E) 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.

(F) 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

(A) 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

(B) 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.

(C) In addition to the recognized holidays set forth in Paragraph A 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.

(D) 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

(A) Employees 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

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

ARTICLE XVI - WORK SCHEDULE

(A) Hours of work for all employees shall be Monday to Friday, 8:00 A.M. to 4:00 P.M. All employees shall be allowed one (1) hour leave for lunch, to be started between 11:00 A.M. and 1:00 P.M. provided that no lunch must be started no later than 1:00 P.M. If an employee's lunch hour does not begin by 1:00 P.M., that employee shall receive over time compensation, at the appropriate rate for the loss of time. Employees shall be allowed two (2) fifteen (15) minute breaks, one to be taken in the A.M. and one in the P.M. at the discretion of the Supervisor.

(B) During the period commencing on April 1st of each year, and ending on October 31st of each year, the Borough may, at its option, based upon work requirements, for specific reasons/projects only, assign a work schedule to all employees commencing at any time between

7:00 A.M. through 9:00 A.M., Monday to Friday. When employees are not assigned to a modified work schedule as herein set forth, the employees shall work the schedule set forth in Article (A) above. During the period commencing on November 1st of each year and ending on March 31st of each year, the Borough may not modify the work schedule set forth in Article (A) above.

(C) 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.

ARTICLE XVII - OVERTIME COMPENSATION

(A) 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:

1. 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.
2. 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.
3. For hours worked on a Sunday, the employee shall be paid at the rate of two (2) times the regular straight time rate.
4. 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.
5. 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.

6. It is understood that the regular workday shall remain seven (7) hours. Any hours worked between 35 and 37 ½ hours per week that is contiguous to the workday shall be paid at the applicable straight rate.
7. In the event that an employee is requested to work in excess of seven (7) hours in a given day, after the first three (3) hours in excess thereof, employee shall be entitled to a thirty (30) minute paid break. The Borough shall pay for one meal during such time period; type of meal to be at the discretion of the Superintendent.
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 employees 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.

(B) 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 forty-five (\$45.00) Dollars or a minimum of two (2) hours pay at the applicable overtime compensation. Such payment shall be made regardless of time actually worked by the employee as a result of being called into work. For example, if the employee reports for work the next day at 7:00 A.M., that employee is entitled to overtime rate of one and one-half (1 ½) times the regular straight time rate until 8:00 A.M.

(C) The Superintendent shall advise the Shop Steward of how many employees will be needed for overtime. The Shop Steward shall prepare and maintain a list of eligible employees for overtime. Rotation will begin with the senior employee and will continue until the complete list is exhausted. Once the list is completed it will revert back to the senior employee. The overtime rotation list will be posted on the bulletin board or by use of the time cards. The rotation will be established by the Supervisors and the Shop Steward in the first instance and updated accordingly. In the event the emergency callout or overtime work is not within the title or qualifications of the senior employee next to be called on the list, the senior employee next qualified to perform the work will be asked to perform the work and the next overtime call out will revert back to the normal rotation.

In the event of a callout to work during a period that is not during the regular workday as defined by the Agreement and it is the intent of the parties that overtime shall commence at the time of callout and continue at the applicable rate time 8:00 A.M. At 8:00 A.M. the new Workday shall commence at the appropriate straight time rate for hours worked.

(D) 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.

(E) The Department Head shall post overtime hours worked in a calendar year for each individual employee at intervals of no less frequency than one (1) per month. Such posting shall be made no later than the fifteenth day of the following month for the prior month. If such list is not posted by the Department Head, the Shop Steward may post such a listing that shall be binding upon the Department for the remainder of that month.

(F) An employee who is required to perform duties of a higher title, which duties are not included within the job description of the employee's permanent title, shall be paid the rate of such higher title for the actual time spent, provided the employee performs the duties of the higher title for four (4) hours or more in a shift. The employer shall not unreasonably change personnel to avoid title payment specified herein.

(G) In the event that a previously scheduled overtime event is canceled by the Borough for any reason within 72 hours before the commencement of said event, the employee scheduled to work that overtime assignment shall be compensated with a two-hour guaranteed minimum payment at the overtime rate.

ARTICLE XVIII - SENIORITY

(A) 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.

(B) All senior employees shall receive preference in connection with the scheduling of vacations.

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

(D) 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

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

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

(C) 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

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

(B) 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

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

(D) 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

(A) 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.

(B) 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 A 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.

ARTICLE XXII - NON-INTERRUPTION OF WORK

(A) 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.

(B) The Borough represents that it shall not cause a "lockout" of Union employees.

ARTICLE XXIII - MAINTENANCE OF BENEFITS

(A) Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the date of signing of 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

(A) 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.

(B) Collective negotiations for the contract period beginning on January 1, 2024, 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.

(C) 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

(A) If any provision of this Agreement or any application of this Agreement to any employee, member group of employees or members is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provision or application shall continue in full force and effect.

ARTICLE XXVI – WORK UNIFORMS

(A) Employees shall be required to wear uniforms, supplied by the Borough, during working hours.

(B) During each year of the contract, the Borough shall make available to each employee four hundred fifty (\$450.00) dollars which shall be used by the employee for the sole purpose of purchasing authorized work uniforms.

(C) Each employee shall receive an annual uniform maintenance allowance in the amount of four-hundred fifty (\$450.00), payable in two (2) installments.

The payment schedule will be as follows:

Payment pursuant to this schedule shall be made on the regular payday immediately preceding the date specific below.

First paycheck in April	\$225.00
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First paycheck in December	\$225.00
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(D) If any part of an employee's uniform and/or personal effects is damaged in the performance of duty, it shall be the responsibilities of the Borough to replace same, upon approval of the Public Works Chairman, which approval shall not be unreasonable withheld.

The maximum replacement value of personal items shall not exceed fifty (\$50.00) dollars, with the exception of prescription eyeglasses or dentures, which shall be limited to one-hundred (\$100.00) dollars of eyeglasses and two-hundred (\$200.00) dollars for dentures.

(E) Each employee will be issued, by the Borough, work gloves. Work gloves will be replaced only if the prior pair is returned.

ARTICLE XXVII – COMMERCIAL DRIVER'S LICENSE

(A) The employer shall reimburse the employee the cost of the Commercial Driver's License (CDL), as well as renewals of such driver's license.

The employee shall be permitted a reasonable period of time during working hours to secure such CDL.

The above is restricted to those employees who are required to possess such license to perform their assigned functions.

(B) Any employee hired in the Department of Public Works from and after January 1, 2018 must possess a New Jersey C.D.L., or obtain a New Jersey C.D.L., within six (6) months of commencement of employment with employer. In the event any such employee fails to obtain a New Jersey C.D.L. within six (6) months of the commencement of employment with employer, he/she may be terminated by the employer.

ARTICLE XXVIII – COMPENSATORY TIME

- (a) Effective April 1, 2015, any employee in the bargaining unit shall be permitted to accumulate no more than 14 hours of compensatory time and shall submit to all reasonable rules regarding same agreed upon by the parties.
- (b) 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.
- (c) 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 - TERM

(A) 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.

(Signatures to follow on next page)

ATTEST:

Kathleen Moore

BOROUGH OF NORTH ARLINGTON

By: [Signature]

ATTEST:

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 32

By: William Henning
William Henning,
Business Manager

By: Greg MacLaine 10.22.21
Greg MacLaine
Business Representative/Secretary-Treasurer

By: [Signature], Shop Steward

By: [Signature], Shop Steward

**BLUE COLLAR
SALARY SCHEDULE
SCHEDULE "B"**

POSITION	2021	2022	2023	2024
Senior Public Works Repairer	83,586.60	85,676.27	87,818.18	90,013.63
Public Works Repairer	76,366.75	78,275.92	80,232.82	82,238.64
Public Works Equip. Operator	79,288.81	81,271.03	83,302.81	85,385.38
DPW Laborer Existing	75,284.58	77,166.69	79,095.86	81,073.26
DPW Laborer-Date of Hire	29,167.44	29,896.63	30,644.05	31,410.15
-Start of 2 nd Year	33,343.16	34,176.74	35,031.16	35,906.94
-Start of 3 rd Year	37,518.90	38,456.87	39,418.29	40,403.75
-Start of 4 th Year	41,694.61	42,736.98	43,805.40	44,900.54
-Start of 5 th Year	45,870.81	47,017.58	48,193.02	49,397.85
-Start of 6 th Year	50,046.06	51,297.21	52,579.64	53,894.13
-Start of 7 th Year	54,221.76	55,577.30	56,966.73	58,390.91
-Start of 8 th Year	58,397.52	59,857.46	61,353.90	62,887.74
-Start of 9 th Year	62,573.24	64,137.57	65,741.01	67,384.54
-Start of 10 th Year	70,924.65	72,697.77	74,515.21	76,378.09
Mechanic	79,311.38	81,294.16	83,326.52	85,409.68
Building Maintenance Worker	53,573.78	54,913.13	56,285.96	57,693.11
Carpenter	60,709.71	62,227.45	63,783.14	65,377.72
Carpenter/Public Works Repairer	68,291.00	69,998.00	71,248.00	73,542.00
Tree Maintenance Worker	42,025.00	43,075.00	44,253.00	45,256.00

**BLUE COLLAR
SALARY SCHEDULE
SCHEDULE "A"**

POSITION	2021	2022	2023	2024
Senior Public Works Repairer	83,586.60	85,676.27	87,818.18	90,013.63
Public Works Repairer	76,366.75	78,275.92	80,232.82	82,238.64
Public Works Equip. Operator	79,288.81	81,271.03	83,302.81	85,385.38
DPW Laborer Existing	75,284.58	77,166.69	79,095.86	81,073.26
DPW Laborer-Date of Hire	29,167.44	29,896.63	30,644.05	31,410.15
-Start of 2 nd Year	33,529.83	34,368.08	35,227.28	36,107.96
-Start of 3 rd Year	38,464.18	39,425.78	40,411.42	41,421.71
-Start of 4 th Year	43,401.67	44,486.71	45,598.88	46,738.85
-Start of 5 th Year	54,251.17	55,607.45	56,997.64	58,422.58
-Start of 6 th Year	70,924.65	72,697.77	74,515.21	76,378.09
Mechanic	79,311.38	81,294.16	83,326.51	85,409.67
Building Maintenance Worker	53,573.78	54,913.12	56,285.95	57,693.10