

AGREEMENT
BETWEEN
BOROUGH OF ELMWOOD PARK
AND
ELMWOOD PARK
EMPLOYEES ASSOCIATION

JANUARY 1, 2024 THROUGH DECEMBER 31, 2026

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PREAMBLE

This Agreement made this day of _____ 2024, by and between The
BOROUGH OF ELMWOOD PARK, New Jersey (hereinafter referred to as the “Borough”), and
ELMWOOD PARK EMPLOYEES ASSOCIATION (hereinafter referred to as the “Association”).

ARTICLE 1 – RECOGNITION

The Borough hereby recognizes the Elmwood Park Employees Association as the exclusive representative of the employees in the negotiating unit of all employees as set forth on Schedule “A” attached hereto.

ARTICLE 2 – SALARIES

Effective and retroactive to January 1, 2024, all unit employees will receive a \$5,000 salary adjustment to base pay.

Effective in 2025 and 2026, on January 1 of each year, employees shall be paid in accordance with the salary guide attached hereto as Schedule “B”.

In 2025, any employee employed in 2024 and making less than Step 1 of the salary guide in 2024 will be placed at Step 2 of the guide in their tier.

In 2026, employees not at top step shall move one step on the guide each year.

ARTICLE 3 – LONGEVITY

In addition to salaries, wages, or other payments hereunder, each employee shall receive longevity compensation based upon years of service with the Borough as follows:

Completion of the 3 rd year to completion of the 5 th year	1%
Beginning of the 6 th year to the completion of the 8 th year	2%
Beginning of the 9 th year to the completion of the 11 th year	3%
Beginning of the 12 th year to the completion of the 14 th year	4%
Beginning of the 15 th year to the completion of the 20 th year	5%
Beginning of the 21 st year to the completion of the 24 th year	6%
Beginning of the 25 th year and over	8%

Such payment shall be made annually.

Such payment shall be added to each employee’s base annual salary.

Employees hired after January 1, 2007 shall receive no longevity.

ARTICLE 4 – HOURS OF WORK – OVERTIME

Borough Hall employees, except dispatchers, shall work the following schedule:

Monday, Tuesday, Wednesday, Thursday: 8:30 a.m. to 4:30 p.m.

Friday: 8:30 a.m. to 3:00 p.m.

Lunch shall one (1) hour each day, unpaid.

Notwithstanding the schedule above, all Borough Hall employees, except dispatchers, shall, on the second and fourth Thursdays of each month, except July and August, work until 6:00 p.m., effective September 1, 2024.

Overtime at the rate of one and one-half ($1 \frac{1}{2}$) times the regular base rate of pay calculated on an hourly basis, shall be paid for each hour worked in excess of forty (40) hours per week or on Saturday, Sunday and Holidays. For hour worked between thirty-three and one-half ($33 \frac{1}{2}$) hours to forty (40) hours per week, the employee will either receive at his/her option straight time pay or equal comp time hours.

For each occurrence of municipal court coverage, an employee shall be compensated at the overtime (time and a half) rate with a minimum mandatory time of three (3) hours.

ARTICLE 5 – HOLIDAYS, PERSONAL DAYS AND FUNERAL LEAVE

SECTION 1: HOLIDAYS

Each employee shall enjoy the following fourteen and a half (14 ½) paid holidays:

New Years Day	Columbus Day
Martin Luther King Day	Election Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day Juneteenth	Friday After Thanksgiving Day
Independence Day	Christmas Eve (1/2 Day)
Labor Day	Christmas Day

In the event that a holiday falls on a Sunday, the following Monday shall be observed as a holiday. In the event the holiday falls on a Saturday, the proceeding Friday shall be observed as the holiday. This provision shall not apply to part-time employees compensated on an hourly basis.

SECTION 2: PERSONAL DAYS

Each employee shall be entitled to three (3) personal leave days annually without loss of pay in addition to any other time off provided for in this Agreement. Personal days shall be calculated as twenty-one (21) hours of personal time and which may be used in one-hour increments.

In addition to the three (3) personal days above, each employee will be provided two (2) additional personal days, exclusively for use during inclement weather when a "State of

Emergency” has been called by the Governor covering the Borough. State of Emergency personal days can only be used under those circumstances and do not accumulate.

SECTION 3: FUNERAL LEAVE

A death in the employee’s immediate family shall not be charged against his/her compensatory days. Time off shall be given from the day of death up to and including the day after the funeral, with a maximum of five (5) days, unless granted additional time due to extenuating circumstances by the Borough Administrator.

Immediate family shall be defined as follows: mother, father, son, daughter, sister, brother, spouse, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, niece, nephew, grandchildren, grandparents, and all other relatives residing at the employee’s household.

ARTICLE 6 – INSURANCE

All employees shall contribute to their Borough-provided health and prescription benefits in accordance with the percentage set forth in the Tier IV grid provided in P.L. 2011, Ch. 78, but in no instance less than 1.5% of base salary. All insurance policies or their equivalent, effective as of the commencement of this Agreement shall be continued in full force and effective during the term of this Agreement including Chapter 88 health insurance coverage for retired employees of this unit. The dental, prescription plan effective as of the commencement of this agreement shall be continued in full force and effective during the term of this Agreement.

Eyecare coverage for either employee or family member with a total reimbursement of one hundred and fifty dollars (\$150.00) per year.

The required statutory amount shall be deducted from the employee's salary as a benefit contribution as per New Jersey State Law at the time of the ratification of this Collective Negotiations Agreement.

For those employees who were hired prior to January 1, 2019, but who do not have twenty (20) years of pensionable service as of June 28, 2011, the Borough of Elmwood Park agrees to provide medical coverage upon retirement for the employee, spouse, and dependent children up to the age of 26 with paid medical, dental and prescription insurance at no cost to the employee. The Borough will also reimburse employee and/or spouse for Medicare payments. However, in the event that a court of final jurisdiction or an administrative agency concludes that the employees who did not have twenty (20) years of pensionable services as of June 28, 2011 are required to contribute towards their health insurance in retirement, the parties agree to a maximum employee contribution of 1.5% of the employee's yearly pension benefits.

ARTICLE 7 - VACATIONS

All full-time employees hired prior to January 1, 2012, shall be allowed vacation leave with the continuance of compensation provided herein, in accordance with the following schedule:

Years	Vacation Days Due
1 st year of service	1 day per month worked
2 nd to 5 th year of service	12 working days
Completion of the 4 th year to 10 th year of service	12 working days plus 1 working days plus 1 working day for each year over 5 worked
Completion of the 10 th year to completion of the 15 th year of service	20 working days
Beginning of the 16 th year to completion of the 20 th year of service	25 working days
Beginning of 21 st year of service and over*	30 working days

*Only employees hired before January 1, 1996, are eligible for 30 vacation days beginning in their 21st year of service. Employees hired after January 1, 1996 and prior to January 1, 2012, are capped at 25 vacation days.

Employees hired on or after January 1, 2012, shall be allowed vacation leave from their employment with the continuance of compensation provided herein, in accordance with the following schedule:

Years	Vacation Days Due
1	1 day per month worked
2	12 working days
3	12 working days
4	12 working days
5	12 working days
6	13 working days
7	14 working days
8	15 working days
9	16 working days
10	17 working days
11 or more	20 working days

During an employee's vacation, a temporary replacement shall be provided to perform at least a portion of the said employee's duties during that period.

Where in any calendar year the vacation or any part of thereof is not taken or granted, it shall accumulate and be granted in the next succeeding calendar year only, subject to the approval of the Borough Council, which approval shall not be reasonably withheld.

Employees shall be prohibited from having any more than two (2) years of vacation time banked at any given time.

Upon completion of 5 years of continuous service each employee may buy back 1 week (5 days) of vacation time at regular salary, subject to the approval of the Borough Administrator. It is understood that the Borough shall make the payment for 1 week (5 days) buy back in a check, separate from the regular paycheck. Employees requesting the buyback of vacation can do so at any time after June 1 in each calendar year.

Vacation buyback shall be eliminated for Employees hired on or after February 9, 2024.

ARTICLE 8 – GRIEVANCE PROCEDURE

Grievance is any formal dispute concerning the interpretation, of application and enforcement of any personnel policy or procedure or violation of contract of the Borough. Grievances from union employees will be handled pursuant to the terms of the applicable bargaining unit agreement. In the event of a settlement or ruling that results in a determination of

monetary liability, such liability shall not exceed more than thirty (30) working days prior to the date the grievance was first presented in writing.

STEP ONE:

Any employee or group of employees with a grievance shall verbally communicate the grievance to the supervisor or department head who will discuss the matter with the Borough Administrator. He or she may be represented by a member of their Union. Should the Union decline to represent the employee, the employee shall have the right to proceed without such representation. The supervisor or department head will communicate the decision to the employee and the Union within two (2) working days.

STEP TWO:

If the employee is not satisfied with the decision of the supervisor or department head, the employee may appeal the decision and submit a written grievance to the Borough Administrator detailing the facts and the relief requested. The decision in Step One will be deemed final if the employee fails to submit a written grievance within five (5) working days of the Step One decision. After consulting the Borough Attorney, as appropriate, the Borough Administrator will render a written decision to the employee within five (5) working days after receipt of the written grievance.

STEP THREE:

If the employee is not satisfied with the decision of the Borough Administrator, the employee may appeal the decision and submit a written grievance to the Mayor and Council, through the Borough Administrator, detailing the facts and the relief requested along with all

previous writings on the matter. The decision in Step Two will be deemed final if the employee fails to submit a written grievance within ten (10) working days of the Step Two decision. Within the next thirty (30) days following submission of the grievance, the Borough Council shall consider the grievance at a scheduled meeting, in executive session, and issue a written decision on the grievance to the Association within ten (10) days thereafter, through the Administrator.

STEP FOUR:

If the employee is not satisfied with the decision of the Mayor and Council, the Association may appeal the decision to an arbitrator appointed by the Public Employment Relations Commission. The arbitrator shall have the full power to hear the grievance and make a final, non-binding decision, which decision shall neither modify, add to, nor subtract from the terms of this Agreement and the reference policies. The decision shall be rendered within thirty (30) days after the completion of the hearing but shall not be binding on either party. The cost of the Arbitrator and his/her expenses shall be borne equally by both parties, unless otherwise provided for by law.

These limitations do not apply to employee complaints made under the General Anti-Harassment policy, the Anti-Sexual Harassment policy or the Whistle Blower policy.

ARTICLE 9 – TERMINAL LEAVE

Each employee desiring to retire from employment shall receive a terminal leave payment following the effective date of the employee's retirement from PERS.

Such terminal leave payment, for all employees hired prior to January 1, 1993, shall be made in accordance with the following schedule:

Years	Terminal Time Due
1	1 month's pay
2	1 month's pay
3	1 month's pay
4	1 month's pay
5	1 month's pay
6	1 month's pay
7	1 month's pay
8	2 months' pay
9	2 months' pay
10	2 months' pay
11	2 months' pay
12	2 months' pay
13	2 months' pay
14	2 months' pay
15	3 months' pay
16	3 months' pay
17	3 months' pay
18	3 months' pay
19	3 months' pay
20	3 months' pay
21	3 months' pay
22 or more	4 months' pay

Such terminal leave payment for all employees hired after January 1, 1993, shall be made in accordance with the following schedule:

Years	Terminal Time Due
1	No payment
2	No payment
3	No payment
4	No payment
5	No payment
6	No payment

7	No payment
8	No payment
9	No payment
10	1 month's pay
11	1 month's pay
12	1 month's pay
13	1 month's pay
14	1 month's pay
15	1 month's pay
16	1 month's pay
17	1 month's pay
18	1 month's pay
19	1 month's pay
20 or more	2 months' pay

Employees hired after January 1, 1996, shall receive not be eligible for terminal leave pay.

SICK DAYS

Immediately prior to retirement, each employee shall receive a sum equivalent to the value of one-half (1/2) of all accumulated sick leave from January 1, 1962, to the effective date of the employee's retirement, not to exceed a value equal to sixty (60) working days.

All employees covered herein shall be permitted to exercise his/her option to receive terminal leave, vested vacation leave and credited sick leave in a lump sum cash payment or in paid leave time prior to the effective date of the employee's retirement.

Employees hired on or after January 1, 1988, shall receive payment for the above only in a cash lump sum payment. Sick leave payments for employees hired on or after May 28, 2010, will be capped at 60 days of unused sick time, but in no instance will be a sum greater than \$15,000.00. Payment for sick leave shall only be made following the effective date of the employee's retirement from PERS.

ARTICLE 10 – SICK LEAVE

- (A) All full-time employees shall be compensated annually for up to fifteen (15) days absence from work by reason of illness. Should the employee require none or only a portion of the earned sick leave for any year, the amount not taken shall accumulate to the employee's credit from year to year.
- (B) The parties agree that an employee assistance program shall be established which shall be voluntary, strictly confidential, and distinct from any adverse consequences toward employment. Said program shall have as its sole purpose the encouragement of employees to obtain assistance for serious afflictions. (EG. Alcoholism).

ARTICLE 11 – SEVERABILITY AND SAVINGS

If any provisions of this Agreement or any application of this Agreement to any Employee or Group of Employees is held invalid by operation of Law, or by a court or other tribunal of competent jurisdiction, such provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 12 - PROMOTIONS

Promotions will be determined by the Council. Notification to the Union representatives for approval or disapproval.

ARTICLE 13 – TERM OF AGREEMENT AND CONTINUATION OF CONTRACT PROVISIONS

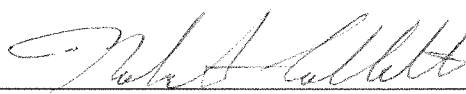
This Agreement shall be effective from January 1, 2024 through December 31, 2026 for all terms and conditions of employment.

All of the provisions of this Agreement shall continue in full force and effect beyond the stated expiration date set forth herein until a Successor Agreement is executed and becomes effective.

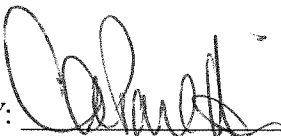
ATTEST:

BOROUGH OF ELMWOOD PARK

BY: 
Shanee Morris, Clerk

BY: 
Robert Colletti, Mayor

**ELMWOOD PARK EMPLOYEES'
ASSOCIATION**

BY: 
Association Representative

BY: 
Association Representative

SCHEDULE "A" – JOB TITLES

Technical Assistant to Code Official
Deputy Court Administrator
Clerk 1 - Violations Clerk
Clerk 1 – DPW Secretary
Clerk 1 – Finance Clerk
Clerk 1 – Tax Assessor Clerk
Clerk 1 – Tax Collector Clerk
Clerk 1 – Recreation Clerk

Clerk 1 – Recreation Leader
Public Safety Telecommunicator
Clerk I - Custodian of Funds
Clerk 1 – Finance and HR
Clerk 1 – Police Chief Secretary

SCHEDULE “B”

SECTION I: SALARY GUIDE 2025 - 2026

Tier 1

TACO, Clerk 1 (Finance and HR, and Custodian of Funds

Tier 2

Public Safety Telecommunicators

Tier 3

DCA and Clerk 1 (Police Chief Secretary)

Tier 4

Clerk 1 (Violations Clerk, DPW Secretary, Finance Clerk, Tax Assessor Clerk, Tax Collector Clerk, Recreation Clerk and Recreation Leader)

2025	STEPS						
Tiers	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Tiers 1	\$40,000	\$45,833	\$51,666	\$57,499	\$63,332	\$69,165	\$75,000
Tiers 2	\$50,000	\$52,500	\$55,000	\$57,500	\$60,000	\$62,500	\$65,000
Tiers 3	\$40,000	\$43,333	\$46,666	\$49,999	\$53,332	\$56,655	\$60,000
Tiers 4	\$40,000	\$42,500	\$45,000	\$47,500	\$50,000	\$52,500	\$55,000

2026	STEPS						
Tiers	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Tiers 1	\$41,160	\$47,162	\$53,164	\$59,166	\$65,169	\$71,171	\$77,175
Tiers 2	\$51,450	\$54,023	\$56,595	\$59,168	\$61,740	\$64,313	\$66,885
Tiers 3	\$41,160	\$44,590	\$48,019	\$51,449	\$54,879	\$58,308	\$61,740
Tiers 4	\$41,160	\$43,733	\$46,305	\$48,878	\$51,450	\$54,023	\$56,595

SECTION II: ANNIVERSARY INCREASES & EDUCATIONAL INCENTIVE

1. Upon the employees three (3) year anniversary, said employee shall receive One Thousand Dollars (\$1,000.00).
2. Upon the employees four (4) year anniversary, said employee shall receive One Thousand Dollars (\$1,000.00).

3. Upon the employees five (5) year anniversary, said employee shall receive One Thousand Dollars (\$1,000.00).
4. Upon the employees six (6) year anniversary, said employee shall receive One Thousand Dollars (\$1,000.00).
5. Upon the employees ten (10) year anniversary, said employee shall receive One Thousand Five Hundred Dollars (\$1,500.00).
6. Upon the employees twelve (12) year anniversary, said employee shall receive One Thousand Five Hundred Dollars (\$1,500.00).
7. Upon the employees fifteen (15) year anniversary, said employee shall receive One Thousand Seven Hundred Dollars (\$1,700.00).
8. Upon the employees twenty (20) year anniversary, said employee shall receive One Thousand Seven Hundred Dollars (\$1,700.00).
9. Upon the employees twenty-five (25) year anniversary, said employee shall receive Two Thousand Dollars (\$2,000.00).
10. Upon the employees thirty (30) year anniversary, said employee shall receive Two Thousand Five Hundred Dollars (\$2,000.00).
11. Upon successful completion of an approved educational certification program (passing of state exam, where applicable) an employee will be provided with a one-time 5% base salary increase. Said approval must be granted by the Department Head and the Borough Certified Financial Officer.
12. The Borough shall furnish uniforms, not to exceed \$250 per year for each Public Safety Telecommunicator.

SECTION III: MISCELLANEOUS

1. First raise to be given on first anniversary, thereafter January 1st of each year.
2. Titled hires are to be in accordance with the Civil Service Salary Range.
3. A promotion within the unit to a higher tier title on the salary guide will result in the employee receiving the pay at the step of the corresponding tier closest to their current salary, but not lesser.