

**MEMORANDUM OF AGREEMENT**

Between

Borough of Lincoln Park, Morris County, New Jersey

And

Local 74, United Service Workers Union, IUJAT

**WHEREAS**, the Borough of Lincoln Park, Morris County, New Jersey (“Borough”) and Local 74, United Service Workers Union, IUJAT (“Union”) (collectively the “parties”) are signatories to an expired collective bargaining agreement applicable to clerical workers employed by the Borough, which had a stated term of January 1, 2021 through December 31, 2021 (“prior CBA”); and,

**WHEREAS**, the parties have had a longstanding collective bargaining relationship and have been engaged in negotiations for a successor agreement to the prior CBA; and,

**WHEREAS**, the parties have agreed upon the terms of a successor collective bargaining agreement, which are set forth in the instant Memorandum of Agreement; and,

**NOW, THEREFORE**, the parties hereto agree as follows:

**I. TERMS & CONDITIONS:**

Except as expressly modified herein, the terms and conditions of the prior CBA, which expired on December 31, 2021, shall be renewed and will continue in full force and effect in all respects during the term of the instant Agreement. The terms and conditions of the prior collective bargaining agreement, as modified by this Agreement, are incorporated into this Agreement as if set forth fully herein.

**II. DURATION & EFFECTIVE DATES:**

This Agreement shall be in full force and effect and shall be binding upon the parties hereto for the period of January 1, 2022 through and including December 31, 2026.

**III. INCORPORATION INTO FULL CBA:**

After execution of this Agreement, the parties agree to update the full collective bargaining agreement to memorialize the revisions agreed upon in this Agreement. The parties agree to address in good faith any additional housekeeping, typographical, or non-substantive language changes that arise during the updating of the CBA, including the removal of references in the CBA to Department of Public Works and/or Public Safety



Telecommunicator employees of the Borough, and any provisions specifically pertaining to those groups of employees that are inapplicable to the clerical employees of the Borough.

**IV. REVISIONS TO COLLECTIVE BARGAINING AGREEMENT:**

The parties hereby agree to the following revisions to the prior CBA:

**A. Article 1 - Recognition**

1. Article 1 of the CBA shall be replaced in its entirety with the following:

A. The following shall be excluded from the bargaining unit: (a) all public works, telecommunicator, and professional, managerial and supervisory staff, (b) all confidential, seasonal, police, school crossing guard, or temporary employees, and (c) all workers hired and funded on a joint cooperative basis with another unit of government.

B. The Borough recognizes the Union as the exclusive collective negotiations representative of all clerical employees employed by the Borough except those excluded under Paragraph A above. The following titles are currently included in and covered by this Collective Bargaining Agreement:

- a) Account Clerk (00001)
- b) Senior Account Clerk (03165@)
- c) Principal Account Clerk (02755)
- d) Administrative Clerk (00020)
- e) Administrative Clerk/Registrar of Vital Statistics (06040)
- f) Management Assistant (56492)
- g) Clerk 3 Stenographer (02777)
- h) Recreation Program Coordinator (03018)
- i) Technical Assistant to the Construction Official (05193)

C. The job title of each active bargaining unit employee effective January 1, 2022 is confirmed and updated in the annexed Appendix B.

**B. Article 4 – Union Dues**

1. Delete Paragraphs B, C, and D in their entirety.
2. Replace the current Paragraph H in its entirety with the following: “Subject to each and every employee’s right under State and Federal law, the parties acknowledge their respective obligations set forth in the New Jersey Workplace Democracy Enhancement Act and all governing Federal and State Law, and agree to abide by such obligations. All employees of the Borough covered by this Agreement who are members of the Union, and in-standing on the effective date this Agreement, shall remain members in good standing. All employees covered by this Agreement and hired on or after its effective date



shall on the 30<sup>th</sup> day following the beginning such employment, subject to each and every employee's rights under State and Federal law, may become and remain members. An employee may terminate his/her dues deduction in writing to the Union and Borough in accordance with State Law. The Borough shall cease deducting dues for said employee as of January 1, or July 1 next succeeding the date on which the notice of termination was filed by said employee."

**C. Article 6 – Grievance Procedure**

1. Amend Paragraph C(2)(a) to replace references to "Step Two" with "Step One" and "Department Head" with "Department Director".
2. Amend Paragraph C(3)(a) to replace references to "Step Three" with "Step Two".
3. Amend Paragraph D to replace references to "Step Four" with "Step Three".

**D. Article 10 – Wages**

1. Article 10 of the CBA shall be replaced in its entirety with the following:
  - A. Effective January 1, 2022, an annual salary scale shall be implemented for the bargaining unit employees. A copy of the salary scale effective January 1, 2022 is annexed hereto as Appendix A.
  - B. The rules for implementation and application of the salary scale are as follows:
    - i. Effective January 1, 2022, bargaining unit employees shall be placed onto the salary scale based on years of service in the bargaining unit (e.g. an employee who has completed two full calendar years of service would initially be placed at Step 3 on the scale, subject to the below conditions and exceptions) except that if placing an employee at the step corresponding with their calendar years of service in the bargaining unit would result in the employee receiving more than a \$5,000 increase in salary as compared to December 31, 2021, then said employee will be placed at the step on the scale that will give them the largest salary increase that is less than \$5,000 or the new minimum salary for their job title, whichever is greater.
    - ii. Any employee whose salary as of December 31, 2021 is greater than the maximum for their job title under the January 1, 2022 salary scale shall be red-circled and maintain their existing rate of pay. Said red-circled employees will receive a 3.0% increase in salary effective January 1 of each calendar year covered by this Agreement.
    - iii. Annexed hereto as Appendix B is a spreadsheet setting forth the job title and base annual salary of each bargaining unit employee effective January 1, 2022 after implementation of the new salary scale.
    - iv. Employees will be promoted to the same step they currently occupy in their existing job title, except that if the in-step promotion would result in the employee

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receiving more than a \$5,000 increase in salary, the employee will be placed at the step that will give them the largest raise that is less than \$5,000 or the minimum salary for their new job title, whichever is greater.

v. Employees with more than twelve (12) months of service in the bargaining unit will go to the next step on the scale effective January 1 of each calendar year. Employees with less than twelve (12) months of service in the bargaining unit are not yet eligible for a step increase on January 1 of the specific year in question (e.g., an employee hired into the bargaining unit on April 1, 2021 will not advance a step on January 1, 2022 and will instead receive their first step increase on January 1, 2023).

vi. Each calendar year covered by this Agreement shall have its own separate salary scale, which shall include a 3.0% increase in each and every job title and step on the scale. Salary scales for calendar years 2023 through 2026 are annexed hereto as Appendices C through F respectively.

C. Payroll shall be paid every two (2) weeks commencing with the earliest possible date of implementation.

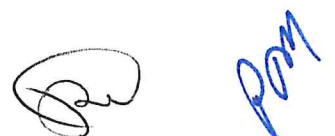
**E. Article 11 – Holidays**

1. Article 11 shall be amended by adding a new paragraph at the end of the Article stating as follows:

Notwithstanding the above, employees hired into the bargaining unit after June 20, 2022 shall not be entitled to any floating holidays and shall only receive the twelve (12) designated holidays set forth above. Employees hired prior to June 20, 2022 shall continue to be entitled to two (2) floating holidays in addition to the twelve (12) designated holidays above.

**F. Article 12 – Longevity**

1. Article 12 shall be deleted from the CBA in its entirety.
2. For those employees still receiving longevity payments under the terms of the prior CBA, said longevity payments shall be calculated based on the employee's base salary as of January 1, 2022 and then permanently included into said employee's base salary effective on the same date (e.g. if such an employee will receive a base salary of \$75,000 upon implementation of the new salary scale and is eligible a 5% longevity payment under the terms of the prior CBA, said employees new base salary upon implementation of this provision will be \$78,750). The permanent inclusion of the longevity payments into base salary for impacted employees is memorialized in Appendix B. No future longevity payments shall be due and owing to those impacted employees after the 2022 payment is permanently included in their base salaries.



**G. Article 13 – Vacation**

1. Article 13(A) shall be replaced in its entirety with the following:

A. The annual vacation leave with pay for members of the bargaining unit shall be earned at the following rate:

Full-Time Clerical hired before June 20, 2022

1 <sup>st</sup> year	84 hours (7 hours for each completed month of service)
2-5 years	98 hours
6-10 years	119 hours
11-15 years	133 hours
16-19 years	147 hours
20+ years	168 hours

Full-Time Clerical hired after June 20, 2022

1 <sup>st</sup> year	84 hours (7 hours for each completed month of service)
2-5 years	91 hours
6-15 years	119 hours
16-19 years	133 hours
20+ years	147 hours

**H. Article 14 – Sick Leave**

1. Article 14(F) shall be replaced in its entirety with the following:

Sick Leave Incentive Plan:

1. Zero (0) sick hours taken in calendar year - \$1,100.00 payment
2. One (1) to twenty-one (21) sick hours taken in calendar year - \$800.00 payment
3. Twenty-two (22) to thirty-five (35) sick hours taken in calendar year - \$550.00 payment

Payments to be made by 1/31 of the following calendar year.

The Union agrees to cooperate fully in minimizing sick leave taken and eliminate any abuses called to its attention.

**I. Article 15 – Bereavement Leave**

1. Article 15(B) shall be replaced in its entirety with the following:

Immediate family shall be defined as set forth in Civil Service regulation N.J.A.C. 4A:1-1.3, and as it may be amended from time to time.



**J. Article 18 – Hours of Employment**

1. Article 18(B) shall be replaced in its entirety with the following:

The regular workweek for full-time members shall be Monday through Friday, and shall consist of five (5) days of seven (7) hours each, exclusive of one (1) hour for lunch. Said hours may vary by employee and department under pre-approved circumstances by the Department Head and Administrator so long as any alternate hours do not have a negative impact on the department or otherwise effect the completion of job responsibilities as determined by the Department Head.

**K. Article 19 – Overtime**

1. Article 19(A)(2) shall be replaced in its entirety with the following:

Any work performed in excess of forty (40) hours per work week or seven and one-half (7 ½) hours per workday shall be considered overtime and compensated at one and one-half (1 ½) times the regular hourly rate of pay or by compensatory time off (also at time and one-half) at the discretion of the employee. Work performed beyond seven (7) hours per day but prior to reaching seven and one-half (7 ½) hours per day shall be compensated (via pay or compensatory time) at straight time. Employees may bank up to forty (40) hours of compensatory time, which can be carried over to subsequent calendar years and will not expire or be forfeited under any circumstances. If an employee has forty (40) hours of compensatory time in their bank, said employee must be paid for any time worked beyond their regularly scheduled hours pursuant to the process detailed above. Upon a written request of an employee, or the employee's retirement or termination of employment, said employee shall be paid out for their unused compensatory time at their rate of pay then in effect.

2. Article 19(B) shall be amended to reduce the minimum call-in guarantee from four (4) hours to two (2) hours.
3. Article 19(C)(1) shall be deleted as a redundant provision (See Article 19(A)(1)).
4. Article 19(G) shall be deleted as subsumed by the newly revised Paragraph (A)(2) above.

**L. Article 20 – Hospital and Medical Insurance**

1. Article 20(B) shall be amended to add “substantially” prior to “equivalent benefits”.
2. Article 20(F) shall be replaced in its entirety with the following:

The Borough shall institute an Eye Care Plan for the employees and each of their insured eligible dependents. The maximum reimbursement per year, per person, for full-time



employees shall be three hundred (\$300.00) dollars for eye exams and/or prescriptive eyeglasses and corrective contact lenses. The maximum reimbursement per year, per person, for part-time employees shall be one hundred fifty (\$150.00) dollars for eye exams and/or prescriptive eyeglasses and corrective contact lenses which shall only be available to such part-time employee and shall exclude such benefits for such part-time employee dependents. Notwithstanding the above, the Eye Care Plan benefit shall be eliminated for employees hired into the bargaining unit after June 20, 2022.

**M. Article 32 – Work in Higher Classification**

1. Article 32 shall be amended to add a new Paragraph B (the first paragraph shall now be Paragraph A) providing as follows:

Any employee assigned to perform the duties of an absent employee due to a job vacancy, extended illness or injury, or other circumstance for more than one (1) week shall be compensated an additional \$300 per week until the employee ceases performing the additional job duties. An employee would be eligible for the aforementioned additional compensation even if covering the duties of an absent employee in the same or a lower job classification.

**N. Article 37 – Term and Renewal**

1. Article 37 shall be amended to reflect the effective and expiration dates of the new Agreement (January 1, 2022 and December 31, 2026, respectively).

**O. Article 38 – Additional Compensation**

1. Article 38 shall be deleted in its entirety as subsumed by the new salary scale system memorialized in the annexed Appendices.

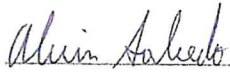
**V. ADDITIONAL MOA PROVISIONS**

- a. This Agreement is subject to approval/ratification by the Borough Council. The representatives of the Borough executing this Agreement acknowledge they have been duly authorized to do so by the Borough Council.
- b. This Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original Agreement, all of which shall constitute one Agreement. The execution of one counterpart shall have the same force and effect as if that party had signed all other counterparts. An original signature transmitted by facsimile or electronic mail shall be deemed to be an original for purposes of this Agreement.
- c. This Agreement represents the full and complete agreement of the parties regarding the subject of the one-year extension of the CBA. This Agreement may be modified only by a written instrument duly executed by all parties hereto.



IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this MOA to be executed on this 20th day of June, 2022.

**UNITED SERVICE WORKERS UNION  
LOCAL 74**



Alvin Salcedo  
Business Representative

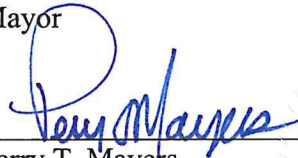


Judy Waters  
Shop Steward

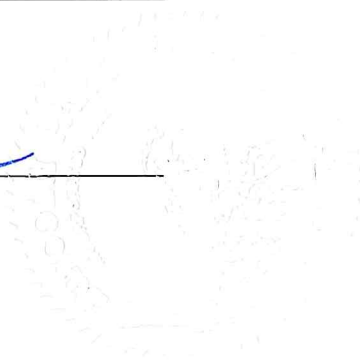
**BOROUGH OF LINCOLN PARK**



David A. Runfeldt  
Mayor



Perry T. Mayers  
Borough Administrator







May 20, 2022

**Via electronic mail**

Perry T. Mayers, Borough Administrator  
Borough of Lincoln Park  
34 Chapel Hill Road  
Lincoln Park, NJ 07035

Re: Side Letter Confirming Paid Vacation Time Agreement for Maria Moeller

Dear Perry,

This side letter confirms our understanding reached during our most recent collective bargaining negotiations session on the side issue of Maria Moeller's annual allotment of paid vacation time.

The parties agree that effective immediately upon execution of this Side Letter, Borough employee Maria Moeller's annual allotment of paid vacation time shall increase to one hundred sixty-eight (168) hours. The parties agree and acknowledge that this agreement is being reached on a non-precedential and non-referral basis. The instant agreement shall not constitute a past practice and neither party shall cite or refer to the agreement in future matters except to enforce the terms of this specific Agreement. The instant agreement shall not impact or modify the paid vacation language of the parties' collective bargaining agreement and shall not have any effect on the vacation allotment of any employee of the Borough except Maria Moeller.

The parties agree that any dispute regarding the interpretation or application of this side letter may be pursued via the grievance and arbitration procedures in the parties' CBA. Please sign below to confirm the Borough's agreement to the above.

Very truly yours,

Alvin Salcedo  
Business Representative  
Local 74, USWU, IUJAT

Agreed to on behalf of the Employer this 20<sup>th</sup> day of June, 2022

Perry T. Mayers  
Borough Administrator