

# MEMORANDUM OF AGREEMENT

## UFCW Local 152 & The Borough of Bradley Beach

After negotiating in good faith, the Employer and the Union enter into this Memorandum of Agreement setting forth the terms of the new collective bargaining agreement between the parties, subject to the ratification of the membership.

It is hereby agreed to by and between Borough of Bradley Beach and the United Food and Commercial Workers Union, Local 152 that the current agreement for the period of January 1, 2017 through December 31, 2019, shall continue in full effect and force except as specifically modified herein:

### 1) AGREEMENT

[CHANGE] dates to **1<sup>st</sup> day of January, 2020 & December 31, 2022** respectively.

### 2) WITNESSETH: RECOGNITION

§ A. [ADD] **DPW Secretary** as a new position.

### 3) ARTICLE V – SALARIES/LONGEVITY

A. §'s A&B [MODIFY] **All employees eligible for longevity shall receive four (4) percent increase to their longevity retro to January 1, 2020 and four (4) percent increase to their longevity each January for the life of the agreement.**

B. 1. § G. a) [MODIFY] ~~The starting probationary rate shall be \$22,000.~~ The Employer ~~in its sole prerogative~~ reserves the right to advance the employee beyond the ~~probationary~~ **hired step, progression** based upon the individual's qualifications and prior experience.

2. c.) [MODIFY] Starting January 1, 2020, the base salaries for Dept. Public Works, Dispatch, TACO and Clerical will follow the guide below.

	<u>DPW</u>	<u>DPW Secretary</u>	Dispatch	Taco	Clerical
1	32,000	<u>30,000</u>	32,416	29,500	26,000
2	35,000	<u>35,000</u>	33,747	33,000	28,000
3	38,000	<u>40,000</u>	35,115	36,500	30,000

4	40,400	<u>45,000</u>	36,431	39,000	32,000
5	42,800	<u>47,250</u>	<u>40,069</u>	<u>43,000</u>	<u>36,000</u>
6	45,200	<u>50,000</u>	<u>42,569</u>	<u>44,500</u>	<u>38,000</u>
7	47,600	<u>52,500</u>	<u>43,500</u>	<u>45,500</u>	<u>40,000</u>
8	50,000		<u>45,000</u>	<u>46,500</u>	<u>42,000</u>
9	52,500		<u>46,500</u>	<u>47,000</u>	<u>44,000</u>
10	55,000		<u>50,000</u>	<u>50,500</u>	<u>47,750</u>
11	57,000		<u>51,500</u>	<u>51,500</u>	<u>49,500</u>
12	<u>59,250</u>		<u>53,000</u>	<u>52,500</u>	<u>51,250</u>
13	<u>61,500</u>		<u>54,500</u>	<u>54,000</u>	<u>53,000</u>
<u>14</u>	<u>63,750</u>		<u>56,625</u>	<u>56,125</u>	<u>55,125</u>
<u>15</u>	<u>65,250</u>				
<u>16</u>	<u>67,750</u>				
<u>17</u>	<u>70,250</u>				
<u>18</u>	<u>72,750</u>				
<u>19</u>	<u>75,250</u>				
<u>20</u>	<u>77,750</u>				

**Note: Any DPW laborer earning less than \$32,000 as their current base salary shall be increased to new DPW step 1 effective January 1, 2020.**

C. § H. [MODIFY] Dispatchers shall receive a lump sum payment of \$600.00 prior to Christmas of each year of the contract, as compensation for their working nights as a night differential. The Dispatcher assigned by the **Chief of Police or Designee** to engage in police duties such as Terminal Agency Coordinator (TAC) shall be paid an additional \$ **500.00** per year.

D. § I. [MODIFY] Clothing Allowance effective each January of the contract year:  
 Dispatchers: clothing allowance of \$1200.00  
 Public Works:  
**Laborer: clothing allowance of \$1200.00**  
**Secretary: clothing allowance of \$900.00**  
 Code Enforcement Officer: clothing allowance of \$1200.00.  
 Borough will replace damaged (irreparably torn or stained) clothing.

E. § K. [MODIFY] **Base salaries for all employees out of the step guide shall receive a 2.4% increase effective January 1, 2020, a 2.5% increase effective January 1, 2021 & a 2.6% increase effective January 1, 2022.**

4) ARTICLE VI – OVERTIME

A. § A. 1. [MODIFY] A minimum of **three (3) hours or four (4) hours for sewer jobs...**

B. § A. 6. [NEW] **All hours worked during hours the Borough Hall is closed(for ex.**

Snowplowing, State of Emergency, etc...) shall be paid at the rate of time and one-half (1.5 X) the employees' hourly rate of pay.

5) ARTICLE VII – VACATIONS

§ F. [NEW] Part-time employees shall earn vacation on a pro-rata basis.

6) ARTICLE VIII – SICK LEAVE

A. § A. [NEW] A. 5) Sick Leave can be used for all purposes as outlined in the NJ Earned Sick Leave Law.

B. § B. Eligibility: [REPLACE] Part-time employees shall earn (1) hour of sick leave for every thirty (30) hours worked up to a maximum of forty (40) hours each calendar year. No sick leave shall be taken during the first (1<sup>st</sup>) - three (3) months of employment. Part-time employees may carry over any unused sick leave.

C. § C. Reporting: [MODIFY] Employees shall notify their Department Head as early as possible, but no later than two (2) hours prior to the start of a shift **when foreseeable**.

D. The employee reporting for sick leave shall notify the Department Head of:

**The nature of the illness.**

1. The telephone number where the employee may be contacted during sick leave.
2. The expected duration of sick leave, if known.

E. § H. Sick Leave Payment at Retirement: [MODIFY] For retirement purposes, each unused sick day shall be capped at one hundred and fifty dollars (\$150.00) per unused sick day. Employees will receive upon their twenty-five (25) year retirement, a cash settlement of one hundred and fifty (\$150.00) per day for each day of unused sick time **up to a maximum of \$15,000 in accordance with public law 2010 Ch. 3**) Sick bonus days are not included in the cash settlement.

7) ARTICLE IX - FUNERAL LEAVE

§ B. [ADD] **grandchild**.

8) ARTICLE X - INSURANCE

A) § A. [REPLACE] The first of the month following the completion of Sixty (60) days of service, Full Health Insurance **options** for all Union employees, to include health, dental and prescription.

B) § D. [DELETE] in entirety and re-number the remaining §'s.

- C) § C. (should be I.) [MODIFY] The Borough requires employee participation in the cost of providing health benefits.
- D) For the duration of this contract, all employees receiving health insurance shall contribute toward the cost of said health insurance at the Chapter 78 “Tier 4” level. **The cost share cap shall be twenty percent (20%) for the life of this Agreement.**

9) ARTICLE XXVII – DURATION

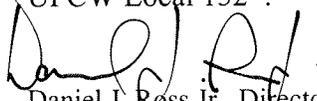
[MODIFY] This Agreement shall be in full force and effect as of January 1, **2020** and remain in effect to and including December 31, **2022** without any reopening date.

The Union’s bargaining committee supports and recommends the ratification of this tentative agreement. Upon ratification by the membership, the Union will prepare an updated execution copy of the CBA.

AGREED TO BY:

Borough of Bradley Beach :

UFCW Local 152 :



Daniel J. Ross Jr., Director of Collective Bargaining

