

MEMORANDUM OF AGREEMENT
BOROUGH OF FANWOOD
AND
FANWOOD PUBLIC WORKS ASSOCIATION

The Borough of Fanwood and Fanwood Public Works Association agree to the terms of this Memorandum of Agreement as set forth below:

1. Article XXI: Duration

Update term for three (3) year contract – January 1, 2024 through December 31, 2026

2. Article IV: Salaries/Longevity

Salary increases as follows, retroactive to January 1, 2024:

January 1, 2024 – 2.5%

January 1, 2025 – 2.5%

January 1, 2026 – 2.5%

3. Appendix A: Stipends

Creation of a new First Responder Stipend, not pensionable, to be paid in one lump sum annually at the following rate:

2024: \$250

2025 and thereafter: \$500

4. Article X: Holidays

Addition of Juneteenth, to follow the federal government's date annually. There shall be fifteen (15) holidays per year.

5. Article III: Grievance

Paragraph D:

Step One: written action within ten (10) calendar days; immediate supervisor shall respond in writing within ten (10) calendar days

Step Two: if appealed, appeal shall be submitted within ten (10) calendar days after a denial in Step 1; Administrator shall respond within twenty (20) calendar days

Step Three: if appealed, appeal to the governing body shall be submitted within ten (10) calendar days after a denial in Step 2; governing body has thirty (30) calendar days to respond

Step 4: if appealed, appeal to PERC shall be submitted within ten (10) calendar days.

6. Article V: Overtime

Paragraph E: Comp Time

No changes to first sentence

Comp Time Usage - adjust "60 days" to "6 months"

Paragraph F: Extra Duty

Remove "reverse", and clarify that the assignments are made on a rotating basis. Rotation will be ordered based on date of hire.

7. Article VI: Vacation

Adjust carryover provision based on state statute; State requires it to be for a business demand (only affects employees hired after 2010)

8. Article IX: Insurance

Paragraph G: Voluntary Health Insurance Opt-Out

Remove from contract. Statutorily, State says it is not subject to CBA.

Modify Section B as follows:

B. The employer agrees to provide dental and medical insurance benefits after sixty (60) days of employment. All Employees shall be enrolled in the State Health Benefits Program or a substantially similar plan, and shall contribute towards the cost of health benefits in accordance with the Year IV rates set forth in Chapter 78, P.L. 2011 and attached hereto as Appendix B. with P.L. 2011, Chapter 78 in effective on June 28, 2011, and as hereafter amended. The Borough shall provide said coverage for full-time employees and their eligible dependents.

Add the following to Section E:

Retirees shall contribute towards the cost of health benefits in accordance with the Year IV rates set forth in Chapter 78, P.L. 2011.

The parties acknowledge that the terms and conditions are subject to ratification by the Borough of Fanwood and Fanwood Public Works Association.

All parties agree to recommend these terms and conditions to their respective constituents for ratification.

All proposals which are not included in this Memorandum of Agreement shall be deemed withdrawn by both parties.

In witness whereof, this Memorandum of Agreement is executed on May 16th, 2024.

Fanwood Public Works Association

Borough of Fanwood

John Piccola

Jesse Moehlman

Austin Louise

Courtney Agnello

Donnavan Garrett

James Yannazzo

James McLean

Tony Margueres