

AGREEMENT
BETWEEN
TOWN OF PHILLIPSBURG
WARREN COUNTY, NEW JERSEY
AND
POLICEMEN'S BENEVOLENT ASSOCIATION
PHILLIPSBURG LOCAL NO. 56 SUPERIOR
OFFICERS ASSOCIATION

JANUARY 1, 2012 – DECEMBER 31, 2015

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PREAMBLE

THIS AGREEMENT entered into this 3RD day of December, 2013, by and between the TOWN OF PHILLIPSBURG, in the County of Warren, New Jersey, a municipal corporation of the State of New Jersey, hereinafter called the "Town" and NEW JERSEY POLICEMEN'S BENEVOLENT ASSOCIATION, PHILLIPSBURG LOCAL NO. 56, SUPERIOR OFFICERS ASSOCIATION, hereinafter called the "Association," represents the complete and final understanding of all bargainable issues between the Town and the Association.

ARTICLE I
RECOGNITION

A. The Town hereby recognizes the Association as the exclusive collective negotiations agent for all full time personnel in the Phillipsburg Police Department, excluding all Patrolmen, and all other employees of the Department.

B. It is hereby mutually agreed that the job classifications which are within the bargaining unit and covered by this Agreement are as follows:

SERGEANT

LIEUTENANT

CAPTAIN

C. Unless otherwise indicated, the term "policemen," "police officer," "employee," "employees," or "officer" are used in this Agreement interchangeably to refer to all persons covered by this Agreement.

ARTICLE II
DEFINITIONS

Association: Superior Officers Association, Phillipsburg Police Department.

Association Member: A member of the Superior Officers Association, Phillipsburg Police Department.

Employee: A member of the formally recognized bargaining unit.

Employer: The Town of Phillipsburg represented by the Mayor or other designated Town representative.

Grievance: A dispute over the interpretation or application of this Agreement.

Overtime: Time worked by an employee with the express prior authorization of the Town for all hours worked in excess of the employee's regularly scheduled work shift.

P.B.A.: New Jersey State Policemen's Benevolent Association, Phillipsburg Local No. 56.

P.B.A. Member: A member of the New Jersey State PBA, Phillipsburg Local No. 56.

Probationary Period: Ninety (90) days from the date employee is appointed from a certified list of eligible as set forth in N.J.A.C. 4A:4-5.2(b)1.

Regular Pay Rate: The Employee's bi-weekly pay rate times 26 pay periods divided by 2,080 hours. The base hourly rate includes longevity payments, holiday and all other stipends received by the employee.

Scheduled Duty Change: A change in the normal work shift, for which at least twenty-four (24) hours' notice is provided to the employee, prior to the start of his regular shift, or the newly assigned shift, whichever gives the employee the greater amount of time.

Seniority: Accumulated length of service within the Police Department, computed from the employee's date of appointment within his present rank.

ARTICLE III

POLICEMAN'S RIGHTS

A. The parties hereby agree that every policeman shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection, or to refrain from doing so. The parties further agree that they shall not directly or indirectly discourage or deprive or coerce any policeman in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other laws of New Jersey or the Constitution of New Jersey and the United States; that they shall not discriminate against any policeman with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the PBA and its affiliates, collective negotiations with the Town, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, or to refrain from engaging in any of the above cited activities.

B. The PBA agrees there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines, or assessments, meetings or other PBA activities on Town time, which interfere with work programs of the employer.

C. Up to a maximum of two (2) designated representatives of the PBA shall be permitted time off to attend negotiating sessions. Said representative shall receive approval of the Mayor or in his absence, the Chief of Police, to be sent from duty and shall be in uniform and subject to call during negotiation sessions. The Association shall inform the Town in writing of any changes in such representatives.

D. When grievance sessions are mutually scheduled during work hours, the grievant and one (1) Association representative shall suffer no loss in pay.

ARTICLE IV

BULLETIN BOARDS

A. Subject to prior approval of the Mayor, which approval shall not be unreasonable withheld, the Town shall permit the Association reasonable use of bulletin boards for the posting of notices concerning Association business and activities and concerning matters dealing with the welfare of the employees. Such notices shall not be of a political nature nor detrimental to the police service of the Town.

ARTICLE V

SENIORITY

- A. Seniority, as defined in Article II, shall be uniformly applied to all employees.
- B. Seniority shall be the determining criterion for personnel assignments, transfers, promotions, and layoffs only when observation of performance, special ability, attitude, and desire are equal. The discretion of the employer in assigning personnel shall not be based solely on seniority.
- C. Time spent on accumulated paid sick leave shall count toward an employee's seniority.
- D. Any modification in the present shift system shall be in accordance with the existing contract (Article XXXII-C). In the event of any such change, the economic impact upon members of the unit shall be negotiated subject to provisions of N.J.S.A. 34:13A-16.

ARTICLE VI

EDUCATION BENEFITS

A. Any employee matriculated in a Police Science or Criminal Justice program shall be reimbursed for the cost of all tuition and books for all courses taken as part of that degree program upon furnishing evidence of satisfactory completion of said course within thirty (30) days of its completion.

B. After completion of said course, all books purchased by the Town shall be surrendered to the Mayor and shall become the property of the Town for use by employees taking similar courses in the future.

ARTICLE VII

VACATIONS

A. Employees shall be entitled to vacations based upon the length of time employed, as herein provided:

<u>Years of Service</u>	<u>Vacation Leave</u>
From date of hire until the following December 31	One (1) working day for each month of service completed
Thereafter through 5 years of service	16 working days
6 th through 10 th years of service	19 working days
11 th through 19 th years of service	22 working days
20 th through 24 th years of service	26 working days
25 years of service or more	31 working days

B. The Chief shall, on or before April 1 of the calendar year, promulgate a schedule of vacations, giving due regard to the mission of the department as determined by the employer, resultant staffing requirements, employees' seniority, and employee's wishes. It is understood that security of the Town of Phillipsburg is given prime consideration, and that vacation schedules may be altered at the discretion of the Chief of Police to comport with exigencies that may from time to time arise.

C. When in any calendar year, the annual leave or any part thereof, is not granted or taken by reason of the pressure of work, such as annual vacation leave or part thereof, shall be accumulated to the credit of the individual employee and shall be taken during the next succeeding year only.

D. All vacations granted during the prime vacation period of the summer months, that is, June 15th up to and include September 15th, shall not exceed a period of two (2) full weeks, which shall be defined as no less than 12 working days.

E. Vacation leave may not be waived for the purpose of receiving double pay.

F. Employees who leave the service of the Town in good standing after providing proper notice of their termination of employment shall be compensated for the amount of vacation leave accrued and unused at the date of their separation at their rate of pay at the time of their termination.

G. If an employee is called back during a scheduled vacation, said employee shall receive one and one-half times his normal pay in addition thereto a day or day off equal to the time for which said employee was called back to duty.

1. Employees shall be compensated for all vacation days accrued and unused on a day for day basis with a day equaling twelve (12) hours. In the event the Town or the PBA desires to terminate the work schedule, employees will be compensated for all accrued and unused vacation days on the same hourly basis upon which those days were earned as calculated above. Compensation will be based upon the employee's rate of pay at the time of their termination.

H. An employee may cancel their scheduled vacation upon twenty-one (21) days of written notice to the Chief of Police. Canceled vacation period must be rescheduled at time of cancellation.

I. Vacation leave may be taken in one-quarter increments for officers assigned to patrol otherwise, shall be taken in whole or half-day increments.

J. One (1) vacation day per year may be utilized without notice or approval which shall be deemed as an "emergency vacation day."

K. All unused vacation time shall be paid to an officer's estate upon their death.

L. All requests to use earned compensatory time shall carry equal weight to a request to use vacation time.

ARTICLE VIII

HOLIDAYS

A. Employees shall receive the following paid holidays:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	February 22
Good Friday	Friday before Easter
Easter Sunday	
Memorial Day	May 30
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	October 12
General Election Day	First Tuesday after the first Monday in November
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

B. Any employee required to work on any of the above enumerated holidays shall be entitled, in addition to this regular salary, time and one-half pay for all hours worked.

C. If an employee is scheduled to be off duty on any of the fourteen (14) enumerated holidays and is called back to duty, he shall be paid one and one-half times pay for the time worked in addition to his normal holiday pay.

D. In addition to the fourteen (14) paid holidays enumerated above, employees shall also be compensated for any additional holidays, which are declared, by the Mayor and Town Council of the Town of Phillipsburg. Employees will only be compensated for holidays declared by the President of the United States or the Governor of New Jersey, which are of a permanent or commemorative nature.

ARTICLE IX

LEAVES OF ABSENCE WITHOUT PAY

Any and all requests by an employee for leave without pay shall be governed by the applicable New Jersey Civil Service Commission Rules and Regulations in effect at the time of said employee's request.

ARTICLE X

SICK LEAVE

A. Sick leave is defined to mean the absence from duty of the employee because of illness or injury by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family critically ill and requiring the presence of such employee, or death in the immediate family. Member of the immediate family is interpreted as meaning parents, spouse, children, sister, brother, or grandparents. Sick leave shall not be interpreted as including an extended period where the employee serves as nurse or housekeeper during a protracted illness of a member of the family.

B. Each employee shall be entitled to fifteen (15) days sick leave per year earned at the rate of one and one-quarter (1 ¼) days for each month of service. Employees, at their option, may be paid for fifty (50%) percent of their unused annual sick leave no later than February 15th of the succeeding calendar year. The remaining fifty (50%) percent of their unused sick days shall accumulate from year to year without limitation. At the time of retirement, a full-time employee shall receive payment for fifty-five (55%) percent of unused sick leave plus Two Hundred (\$200.00) dollars.

C. Employees are required to follow the following three steps in order to be eligible for payment of sick leave pay.

- (1) Report immediately to his department head or other designated supervisor the reason for his absence, but no later than (1) hour prior to the beginning of the shift.
- (2) If the absence is more than one day in length, the employee must keep his department head informed of his condition.
- (3) Employees may be required to submit a proper medical certificate for absences exceeding three (3) days.

D. Employees who claim sick leave when physically and mentally fit, unless under specific provision of this Agreement, shall be subject to disciplinary action.

E. Workmen's Compensation benefits which are received by an employee during sick leave shall be deducted from compensation due the employee and shall be credited to the employee's sick leave to the nearest multiple of one-half day.

F. Sick leave may be taken in one-quarter increments for those officers assigned to patrol otherwise, leave shall be taken in whole or half day increments.

G. All unused sick time shall be paid to an officer's estate upon their death.

ARTICLE XI

FUNERAL LEAVE

A. All permanent employees covered by this Agreement shall be entitled to five (5) working days leave with pay because of the death of their spouse, child, parent, brothers, or sisters.

B. All permanent employees covered by this Agreement shall be entitled to three (3) days leave with pay because of the death of the employee's following family: grandparents, mother-in-law, father-in-law, or any relative living in the employee's household.

C. All permanent employees covered by this Agreement shall be entitled to two (2) days leave with pay because of the death of the employee's following family: nieces, nephews, brother and sister-in-laws, aunts, uncles, or any relative living in the employee's household.

D. Such leave shall not be accumulative in the event that it is not used. Attendance at funeral or other memorial service is mandated in order to receive the benefit. If requested by the Town, a letter signed by the employee certifying that he attended the funeral or memorial service is sufficient for proof of attendance.

E. Step family members shall be included in each category above.

ARTICLE XII

INJURY ON DUTY LEAVE

A. An employee who is disabled by an injury incurred in the direct performance of his duty or by reasons as a direct result of or arising out of his employment and who qualifies for Workmen's Compensation benefits shall receive leave with pay which shall not be charged against accumulated sick leave. All other provisions regarding absence on account of sickness or disability shall apply.

B. Any employee who suffers a work-connected injury or disability, the Town shall continue the employee at full pay for a period of six (6) months. During this period of time, all Workmen's Compensation benefits shall be paid directly over to the Town. A six (6) month extension of this leave provision may be granted at the discretion of the Mayor.

C. Nothing herein contained shall be considered to be in derogation of or restrictive of any statute now in effect limiting the period during which municipal employees may be compensated for leave on account of disability or of illness but these provisions are to be construed and administered in conjunction therewith.

ARTICLE XIII

MILITARY LEAVE

A. All full time employees covered by this Agreement, who are members of the United States Military Reserves or State National Guard and are required to engage in annual active duty for training, shall be granted a leave of absence in accordance with applicable state law.

B. Taking of military leave shall not reduce any other type of leave earned by the employees and employees shall receive full pay as required by law.

C. The provisions of this Article shall not apply to any employee who is drafted into or volunteers for service in the Armed Services of the United States; not including the United States Military Reserves or State National Guard.

ARTICLE XIV

CLOTHING

- A. The Town shall supply all uniforms and provide for the maintenance of same at no expense to the employee.
- B. If any part of the employee's uniform and/or personal effects is destroyed in the line of duty, it shall be the responsibility of the Town to replace same upon approval of the Chief of Police, which approval shall not be unreasonably withheld.
- C. Employees assigned on a regular basis as investigators, including officers assigned to other law enforcement agencies for three (3) months or more, shall receive annually the sum of Six Hundred (\$600.00) Dollars, payable quarterly, as a clothing allowance.

ARTICLE XV

OVERTIME

- A. The normal work week for employees covered by this Agreement shall be forty (40) Hours, as established in accordance with ARTICLE XXXII, WORK SCHEDULES. Overtime as defined in ARTICLE II, DEFINITIONS shall be paid at the rate of one and one-half times the usual hourly rate of the employee.
- B. Overtime shall be computed as follows:

0-15 minutes	None
16-30 minutes	30 minutes
31-60 minutes	1 hour
Minute for minute thereafter	

C. An employee may elect at his option to accept compensatory time in lieu of cash for overtime. Compensatory time shall be calculated at the rate of time and one-half the actual amount of overtime worked or guaranteed. Compensatory time may be requested, in advance, up to 12 hours and will carry equal weight to a vacation request. Requests for compensatory time shall be granted provided there is at least one supervisor remaining on the shift.

ARTICLE XVI

CALL BACK OR CALL OUT PAY

A. Any full time employee who is called back to work after completing the regular shift, and has left their place of work, shall be guaranteed a minimum of two and one-half (2 ½) hours pay at time and one-half rates, provided however, that such hours do not overlap into the employee's regular working hours.

B. All employees shall be required to work all hours in addition to the minimum guarantee, which are required by the employee's supervisor.

ARTICLE XVII

COURT TIME

A. Whenever an employee covered by this Agreement shall be required to appear before any grand jury or at any municipal, County, Superior or Supreme Court proceeding, the time during which he is so engaged shall be considered a time of assignment to and performance of duty. When such appearance occurs during member's assigned duty hours, he shall suffer no loss in compensation. When such appearance occurs outside his assigned duty hours, he shall be paid at time and one-half.

B. Any employee who is called for appearance in court, after completing the regular shift, shall be guaranteed a minimum of two (2) hours pay at time and one-half rates, provided however, that such hours do not overlap into the employee's regular working hours.

C. All employees shall be required to work all hours in addition to the minimum guarantee, which are required by the employee's supervisor.

ARTICLE XVIII

INSURANCE

A. 1.

Effective April 1, 2011, the Town agrees to continue full family medical coverage through the State Health Benefits Plan. Any disputes which cannot be resolved between the parties with respect to coverage or the extent of benefits as compared to the current existing insurance coverage, shall be subject to the Grievance Procedure for resolution. The PBA agrees that should the Town desire to change insurance carriers during the life of this contract, that it will negotiate such a proposal in good faith with the Town. The Town agrees to provide the PBA with a minimum of thirty (30) days written notice of any change in insurance carriers and/or benefits.

Employees wishing to opt out of medical coverage provided by the Town and their spouse or partner are not covered by the State Health Benefits Plan may do so and be eligible for reimbursement of 25% or \$5000, whichever is less, of the amount saved by the Town. The reimbursement shall be paid on or before March 15th. This payment will be through payroll and subject to all applicable taxes. To withdraw, the employee must present a letter stating the desire to withdraw and a copy of proof of insurance from another source. .

B. 1. The Town shall pay the premium cost for a prescription drug insurance plan with \$20.00 brand name/\$10.00 generic co-pay provision paid by the employees. Effective April 1, 2011, the co-pay for a 30-day supply of a name brand prescription shall be \$10.00 and for a generic \$3.00.

2. Mail order prescriptions ninety (90) day supply are available on the same basis as the co-pay. Prescriptions ordered through the mail are subject to \$40.00 brand name/\$20.00 generic co-pay, but only (1) co-pay will apply to the length of the mail order (i.e. ninety (90) days, as opposed to the multiple co-pays every time a prescription is renewed directly through the pharmacist). Effective April 1, 2011, the co-pay for a mail order name brand prescription shall be \$15.00 and for a generic \$5.00.

C. The Town will provide a dental plan for employee, spouse, and/or dependent children. Any employee wishing to opt-out of the dental coverage provided by the Town may do so every January 1st with the employee being eligible for 50% of the previous year's premium cost for said employee. This reimbursement shall be paid on or before March 15th. This payment will be through payroll and subject to all applicable taxes.

D. The Town will continue to keep employees enrolled in the New Jersey Disability Insurance Program.

E. The Town will maintain Police Professional Liability Insurance coverage.

F. Under the Consolidated Omnibus Benefits Reconciliation Act (COBRA), employees may elect to retain full insurance coverage upon termination of employment at their own expense for a period of eighteen (18) months.

G. The employees covered by this Agreement shall be entitled to a reimbursement up to \$200.00 per calendar year provided by the employer for eye care and prescription eye wear of

the employee and his/her dependent or a Vision Plan, which shall be agreed upon by the Town and PBA.

ARTICLE XIX

PENSION

The employer shall provide pension and retirement benefits to employees covered by this Agreement pursuant to provisions of the Statutes and laws of the State of New Jersey.

ARTICLE XX

SALARIES

- A. 1. Effective and retroactive to January 1, 2012, 1.85% increase to base for each rank as follow:

<u>Classification</u>	<u>Salary</u>
Sergeant	\$ 96,214.65
Lieutenant	\$102,353.49
Captain	\$110,334.59

2. Effective and retroactive to January 1, 2013, 1.85% increase to base for each rank as follows:

<u>Classification</u>	<u>Salary</u>
Sergeant	\$ 97,994.62
Lieutenant	\$104,247.02
Captain	\$112,375.78

3. Effective January 1, 2014, 1.85% increase to base for each rank as follows:

<u>Classification</u>	<u>Salary</u>
Sergeant	\$ 99,807.52
Lieutenant	\$106,175.59
Captain	\$114,454.74

4. Effective January 1, 2015, 1.85% increase to base pay for each rank as follows:

<u>Classification</u>	<u>Salary</u>
Sergeant	\$101,653.96
Lieutenant	\$108,139.84
Captain	\$116,572.15

B. Effective and retroactive to January 1, 2012, those officers assigned to the Detective Bureau shall receive an annual stipend of Two Thousand (\$2,000.00) dollars, which shall be included in their base pay rate. Any employee assigned to an outside agency in the capacity of a Detective or Investigator shall receive the stipend on a prorated basis over the time served in that capacity.

ARTICLE XXI

LONGEVITY

A. All employees in the bargaining unit as of December 31, 2013 shall be paid, in addition to their base salary, longevity pay increments listed herein below:

<u>Years of Completed Service</u>	<u>Annual Increment</u>
Five	4.0% of annual base salary
Ten	5.0% of annual base salary
Fifteen	6.0% of annual base salary
Twenty or more	7.5% of annual base salary

All officers promoted into the SOA negotiations unit on or after January 1, 2014 shall be subject to the following longevity schedule (which shall be added to base pay but not compounded by subsequent salary increases):

Years of Completed Service	Sergeant	Lieutenant	Captain
5	\$3000	\$3250	\$3500
10	\$4750	\$5000	\$5250
15	\$6500	\$7000	\$7250
20	\$7500	\$8000	\$8600

Longevity shall continue to be paid in the same manner as the percentage based longevity and shall be pensionable.

B. All employees who have completed the above required years of service during any pay period of the calendar year, shall be paid at the beginning of the next pay period a pro-rated sum of longevity as set forth in Section A above.

ARTICLE XXII

SHIFT COMMANDER PAY

A. In the event there is a temporary vacancy in the position of shift commander in the Patrol Division on any given shift, the Police Chief, or his designated representative shall attempt to fill such vacancy with a Superior Officer.

B. All employees assigned to duty by the Police Chief, or his designated representative, to serve as an officer in charge of a shift shall receive one and one-half times his hourly rate for the period of such assignment.

ARTICLE XXIII

TRAVEL ALLOWANCE

A. Meal allowances shall be adjusted to the following amounts effective January 1, 2002:

Breakfast	\$ 5.00
Lunch	\$10.00
Dinner	\$12.00

B. Mileage allowance

The Town will supply a travel vehicle in lieu of the mileage allowance. In the event that a Town vehicle is not available, the unavailability of the Town vehicle shall not prevent the assignment from being performed and a mileage allowance shall be substituted at the IRS rate.

ARTICLE XXIV

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure at the lowest possible level an equitable solution to the problems, which may arise affecting the terms and conditions of this Agreement, and to resolve grievances as soon as possible so as to secure efficiency and promote employee morale. The parties agree that this procedure will be kept as informal as may be appropriate.

B. The term "grievance" as used herein means any controversy arising over the interpretation or application of the specific terms and conditions of this Agreement, and may be raised by an employee, the Association, or the Town.

C. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent of the parties.

STEP ONE: An aggrieved employee shall institute action under the provisions hereof

within **thirty** (30) days of the act being grieved in writing by the grievant setting forth: (1) the nature of the grievance; (2) the facts upon which it is based; (3) the provision of the agreement allegedly violated; and (4) the remedy requested, signed by him, and filed with the Chief of Police or other Town designated representative, shall render a decision in writing within seven (7) days from the receipt of the grievance.

STEP TWO: In the event that the grievance is not settled by Step One, then within **ten** (10) days following the determination of the Chief of Police, or other designated representative, the matter shall be filed with the Mayor or its designee who shall render a decision in writing within ten (10) days from the receipt of the grievance.

STEP THREE: (a) If the grievance is not settled through Step One and Two, either the Association or the Town only, may refer the matter within **fourteen** (14) days after the determination by the Mayor or its designee to an arbitrator who shall be selected pursuant to the rules of the Public Employment Relations Commission.

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Mayor. In the event the aggrieved elects to pursue NJ State Civil Service Commission procedures, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. The Association shall pay whatever costs it may have incurred in processing the case to arbitration.

(c) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

(d) The decision of the arbitrator shall be final and binding.

(e) The cost for the services of the arbitrator shall be borne equally by the Town and the PBA. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

D. The time limits set out herein shall be strictly adhered to, and the failure to process a grievance to the next step within the specified time limit shall be deemed to mean that the grievant has accepted the latest determination made. However, upon mutual consent of the parties, the time limits for any step may be extended or contracted.

ARTICLE XXV

ACTIONS AGAINST POLICEMEN

A. The Town shall provide necessary means for legal defense as required under N.J.S.A. 40A: 14-155 where actions are brought against a policeman arising out of or incidental to the performance of his duties, but not for his defense in a disciplinary or criminal proceeding instituted by the Town except to the extent required by said statute.

B. Any employee who otherwise would be eligible to be represented by the Town attorney for any civil or criminal proceeding in which he is involved shall have the option of choosing their own attorney provided that the employee agrees to pay any difference between the fee charged by the Town attorney and the attorney selected by the employee.

ARTICLE XXVI

SEPARABILITY AND SAVINGS

In the event that any provision of this Agreement shall, at any time, be declared invalid by Legislative Acts or any Court of competent jurisdiction, or through Government regulation or decree, through other than municipal actions, such decision shall not invalidate the entire Agreement, it being the express intent of the parties that all provisions not declared invalid shall remain in full force and effect.

ARTICLE XXVII

MANAGEMENT RIGHTS

A. The Town of Phillipsburg hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the following rights.

1. To the executive management and administrative control of the Town Government and its properties and facilities, the activities of its employees;
2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, except as specifically limited herein, and to promote and transfer employees;
3. To suspend, demote, discharge, or take other disciplinary action for good and just cause according to law;

B. In the exercise of the foregoing powers, rights, authority, duties, or responsibilities of the Town, the adoption of policies, rules, regulations, and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and applicable law.

C. The prerogatives and authority, which the Town has not officially abridged, delegated, or modified by this Agreement, are retained by the Town.

ARTICLE XXVIII

NO STRIKE PLEDGE

A. The PBA and/or Association covenants and agrees that during the term of this Agreement neither the PBA and/or nor any person acting in its behalf will cause, authorize, condone, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other job action which interferes with the normal operation of the Town. The PBA and/or Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, work stoppage, slowdown, or other job action interfering with normal operations of the department, it is covenanted and agreed that participation in any such activity by any employee covered by this Agreement shall be deemed grounds for disciplinary action of such employee or employees, subject however to the Grievance Procedure and the provisions of Title 40.

C. The PBA and/or Association will actively discourage any of its members, or person

acting in their behalf, from taking part in any strike, slowdown, walkout or job action interfering with normal operations and will take whatever affirmative steps are necessary to prevent and terminate such illegal action.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Town in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the PBA and/or Association, its members, or any person acting on its behalf.

ARTICLE XXIX

EXTRA CONTRACT AGREEMENTS

A. The Town agrees not to enter into any other Agreement or contract with employees covered by this Agreement, individually or collectively, or with any other organization which in any way conflicts with the terms and provisions of this Agreement unless the PBA and/or Association agrees to any change in writing.

ARTICLE XXX

MUTUAL AID

A. Employees while rendering aid to another community are fully covered by Workmen's Compensation and Liability Insurance and pensions as provided by State Law.

B. In the event that an employee shall render assistance to a law enforcement officer in another jurisdiction, while off duty, or act in his capacity as a police officer, he shall be considered for all purposes as being on duty and eligible for workmen's compensation if he is injured.

ARTICLE XXXI

RETENTION OF BENEFITS

A. The employer agrees that all benefits, terms and conditions of employment relating to the status of Police Officers, which benefits, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

ARTICLE XXXII

WORK SCHEDULES

A. 1. The authority to schedule work rests with the Town. A normal work year shall consist of a number of hours equal to eight (8) times the number of days in the given year excluding Saturdays and Sundays.

2. For all employees assigned to the Patrol Division, each tour of duty shall consist of twelve (12) hours. Employees covered by this work schedule shall be scheduled on duty for four (4), twelve (12) hour tours of duty on four (4) consecutive days, then scheduled off duty for four (4) consecutive days.

2a. Administrative and Investigative personnel shall be scheduled on duty for a forty (40) hour work week.

3. The starting time of the "day shift" shall be 0700 hours. The stopping time for "day shift" shall be 1900 hours. The starting time for the "night shift" shall be 1900 hours. The stopping time for the "night shift" shall be 0700 hours.

B. The hourly rate for all employees will continue to be calculated by dividing their annual base salary by 2,080 hours.

C. Employees shall accrue hours to fulfill the requirements of the normal work year in the following manner:

1. Regular Schedule Duty – Actual hours spent on duty shall be credited to the fulfillment of the normal work year.

2. Training – Actual hours spent on assigned training shall be credited to the fulfillment of the normal work year.

D. Before any major change in the departmental work schedule is made, the Mayor, or other Town designated representative, shall meet with and explain the change to the two (2) designated representatives of the PBA at least two weeks prior to the change.

ARTICLE XXXIII

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues, which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

ARTICLE XXXIV

AGENCY SHOP PROVISION

A. Dues Deduction: Membership Dues

1. The Town agrees to deduct from the regular pay of any employees the dues of PBA Local 56. The payroll clerk shall process and forward such dues deductions to the treasurer of the PBA Local 56, which dues deduction shall commence not later than the second payroll period of the employee's membership and notice thereof to the Town.

B. Representation Fees: Agency Shop

1. A representation fee in lieu of dues shall be assessed and deducted from the regular pay of all employees not members of NJ PBA Local 56, in an amount equal to 85% of the regular membership dues, initiation fees and assessments charged by the union to its own members.

2. The Town shall deduct a fee for all non-member employees in accordance with this Article, and shall transmit such fees in the same manner as transmission of regular membership dues to the Local. The purpose of this fee will be to offset the employee's per capita cost of service rendered by the PBA as a majority representative.

3. The Union shall maintain a demand and return system as required in regard to representation fee assessments.

C. Prior to the beginning of each year, the PBA will notify the Town in writing of the amount of the regular membership dues, initiation fees and assessments charged by the PBA to its own members.

D. The union shall indemnify and hold harmless the employer against any and all claims,

demands, suits or other forms of liability that shall arise out of or by reason of, any action taken or not taken by the employer for the purposes of complying with any of the provisions of this Article.

ARTICLE XXXV

ACCESS TO PERSONNEL FOLDERS

- A. Any employee shall have the right to inspect his personnel folder after reasonable notice to the Business Administrator during normal office hours in the presence of a designated superior officer.
- B. Employees will be provided with a copy of material placed in their personnel folder. He shall be allowed to place in his folder a response of equal length of anything contained therein.
- C. Each work performance evaluation shall be reviewed with the employee and evidence of this review shall be the required signature of the employee on the evaluation form.
- D. No document of anonymous origin shall be placed in any employee's file.

ARTICLE XXXVI

TERMS AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2012 and shall remain in effect to and including December 31, 2015 without any reopening date. This agreement shall continue in full force and effect from year to year thereafter, unless some party or the other give notice, in writing, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. In the event such written notice is given, and a new contract is not signed before the expiration date of the old contract, said contract is to continue in full force and effect until a new contract is signed.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Phillipsburg, New Jersey on this 3rd day of December, 2013.

SUPERIOR OFFICERS ASSOCIATION
PHILLIPSBURG POLICE DEPARTMENT

By: [Signature]

By: [Signature]

By: [Signature]

WITNESS:

By: Angela M. Hoadley

ANGELA M. HOADLEY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires February 27, 2017

TOWN OFD PHILLIPSBURG
COUNTY OF WARREN, NJ

By: [Signature]

By: _____

By: _____

ATTEST:

By: Victoria L. Kleiner

July 2015

AGREEMENT
BETWEEN
TOWN OF PHILLIPSBIJRG
WARREN COUNTY, NEW JERSEY
AND
POLICEMEN'S BENEVOLENT ASSOCIATION
PHILLIPSBURG LOCAL NO. 56
PATROLMEN
JANUARY 1, 2012 – DECEMBER 31, 2015

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PREAMBLE

THIS AGREEMENT entered into this 26 day of July, 2013, by and between the **TOWN OF PHILLIPSBJRG**, in the County of Warren, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Town" and **NEW JERSEY POLICEMEN'S BENEVOLENT ASSOCIATION, PHILLIPSBURG LOCAL NO. 56**, hereinafter referred to as the "PBA," represents the complete and final understanding of all bargainable issues between the Town and the PBA.

ARTICLE I

RECOGNITION

A. The Town hereby recognizes the PBA as the exclusive collective negotiations agent for all full-time personnel in the Phillipsburg Police Department, excluding all Superior Officers and all other employees of the Department.

B. It is hereby mutually agreed that the job classifications which are within the bargaining unit and covered by this Agreement are that of Patrolmen.

C. Unless otherwise indicated, the term "policemen," "police officer," "employee," "employees," or "officer" are used in this Agreement interchangeably to refer to all persons covered by this Agreement.

B



ARTICLE II

DEFINITIONS

Employee

A member of the formally recognized bargaining unit.

Employer:

The Town of Phillipsburg represented by the Mayor or other designated Town representative.

Grievance

A dispute over the interpretation or application of this Agreement.

Overtime

For employees assigned to the Patrol Division, time worked by an employee with the express prior authorization of the Town for all hours worked in excess of the employee's regularly scheduled work shift.

For employees assigned to the Detective Bureau or Administrative personnel, time worked by an employee with the express authorization of the Town in excess of forty (40) hours per week.

P.B.A.

New Jersey State Policemen's Benevolent Association, Phillipsburg Local No. 56.

P.B.A. Member

A member of the New Jersey State PRA, Phillipsburg Local No. 56.

Probationary Period

One (1) year from the date employee is appointed from a certified list of eligible.

Regular Pay Rate

The Employee's bi-weekly pay rate times 26 pay periods divided by 2,080 hours. The base hourly rate includes longevity payments, holiday and stipends received by the employee.

Scheduled Duty Change

A change in the normal work shift for which at least twenty-four

(24) hours' notice is provided to the employee prior to the start of his regular shift or the newly assigned shift, which gives the employee the greater amount of time.

Seniority

Accumulated length of service within the Police Department computed from the employee's date of appointment.

Town

The Town of Phillipsburg represented by the Mayor or other designated Town representative.

RB

TKC

ARTICLE III

POLICEMAN'S RIGHTS

A. The parties hereby agree that every policeman shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection, or to refrain from doing so. The parties further agree that they shall not directly or indirectly discourage or deprive or coerce any policeman in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other laws of New Jersey or the Constitution of New Jersey and the United States; that they shall not discriminate against any policeman with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the PBA and its affiliates, collective negotiations with the Town, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, or to refrain from engaging in any of the above cited activities.

B. The PBA agrees there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines, or assessments, meetings or other PBA activities on Town time, which interfere with work programs of the employer.

C. Up to a maximum of two (2) designated representatives of the PBA shall be permitted time off to attend negotiating sessions. Said representative shall receive approval of the Mayor or in his absence, the Chief of Police, to be sent from duty and shall be in uniform and subject to call during negotiation sessions. The PBA shall inform the Town in writing of such representatives and of any changes in such representatives.

D. When grievance sessions are mutually scheduled during work hours, the grievant and two (2) PBA representatives shall suffer no loss in pay.

E. The PBA State Delegate shall be released for up to fifteen (15) days to attend the State PBA meetings without loss of pay. The Delegate shall be required to give at least forty-eight (48) hours advance notice to the Chief of Police or his designee of the date, time and place of said meeting. These fifteen (15) days are exclusive of any other meetings mandated by the State Statute.

ARTICLE IV

BULLETIN BOARDS

A. Subject to prior approval of the Mayor, which approval shall not be unreasonable withheld, the Town shall permit the PBA reasonable use of bulletin boards for the posting of notices concerning PBA business and activities and concerning matters dealing with the welfare of the employees. Such notices shall not be of a political nature nor detrimental to the police service of the Town.

B. Assignments will be posted on the PBA bulletin board prior to any final selection. Assignment selection shall be at the sole discretion of the Town.

ARTICLE V

SENIORITY

- A. Seniority, as defined in Article II, shall be uniformly applied to all employees.
- B. Seniority shall be the determining criterion for personnel assignments, transfers, promotions, and layoffs only when observation of performance, special ability, attitude, and desire are equal. The discretion of the employer in assigning personnel shall not be based solely on seniority.
- C. Time spent on accumulated paid sick leave shall count toward an employee's seniority.
- D. Any modification in the present shift system shall be in accordance with the existing Contract. In the event of any such change, the economic impact upon members of the unit shall be negotiated subject to provisions of N.J.S.A. 34:13A16.

ARTICLE VI

EDUCATION BENEFITS

A. Any employee matriculated in a Police Science or Criminal Justice program shall be reimbursed for the cost of all tuition and books for all courses taken as part of that degree program upon furnishing evidence of satisfactory completion of said course within thirty (30) days of its completion.

B. After completion of said course, all books purchased by the Town shall be surrendered to the Mayor and shall become the property of the Town for use by employees taking similar courses in the future.

ARTICLE VII

VACATIONS

A. (1) All employees hired on or before May 15, 2001, shall be entitled to vacation based upon the length of time employed as hereinafter provided:

YEARS OF SERVICE	VACATION LEAVE
From date of hire until following December 31	One (1) working day for each month of service completed
Thereafter through 5 th year of service	Sixteen (16) working days
6 th through 10 th year of service	Nineteen (19) working days
11 th through 19 th year of service	Twenty-two (22) working days
20 th through 24 th year of service	Twenty-four (24) working days
25 years of service or more	Twenty-nine (29) working days

(2) All employees hired after May 15, 2001, shall be entitled to vacation based upon the length of time employed as hereinafter provided:

YEARS OF SERVICE	VACATION LEAVE
From date of hire until following December 31	One (1) working day for each month of service completed
Thereafter through 5 th year of service	Fourteen (14) working days
6 th through 10 th year of service	Seventeen (17) working days
11 th through 19 th year of service	Twenty (20) working days
20 th through 24 th year of service	Twenty-two (22) working days
25 years of service or more	Twenty-seven (27) working days

This provision shall not negatively impact on the vacation entitlement of any employee hired before January 1, 1997.

B. The Chief shall, on or before April 1 of the calendar year, promulgate a schedule of vacations, giving due regard to the mission of the department as determined by the Town, resultant staffing requirements, employees' seniority, and employee's wishes. It is understood that security of the Town is given prime consideration, and that vacation schedules may be altered at the discretion of the Chief to comport with exigencies that may from time to time arise.

C. Selection of vacation leave shall be made by members of this bargaining unit based upon seniority and by shift assignment. At least one employee per shift shall be permitted

vacation leave, subject to maintaining minimum staffing levels. An additional employee may be, permitted to take vacation leave on the same shift subject to maintaining staffing levels providing that the taking of such leave shall not result in an overtime assignment during that shift.

D. When in any calendar year, the annual vacation leave or any part thereof, is not granted or taken by reason of the pressure of work, such as annual vacation leave or part thereof, shall accumulate to the credit of the individual employee and shall be taken during the next succeeding year only.

E. (1) For all employees assigned to the Patrol Division, all vacation granted during the prime vacation period of summer months, that is, June 15 through September 15, shall not exceed a period in excess of twelve (12) consecutive calendar days. After all initial picks are made by platoon, officers may select again following the same procedure.

(2) For all employees assigned to the Detective Bureau, all vacations granted during the prime vacation period of summer months, that is, June 15 through September 15, shall not exceed a period of two (2) full weeks, which shall be defined as no less than twelve (12) working days.

F. Vacation leave may not be waived for the purpose of receiving double pay. Employees shall be compensated for all vacation days accrued and unused on a day-for-day basis, with a day equaling twelve (12) hours. In the event the Town or the PBA desires to terminate the work schedule, employees will be compensated for all accrued and unused vacation days on the same hourly basis upon which those days were earned as calculated above. Compensation will be based upon the employee's rate of pay at the time of their terminations.

G. All employees assigned to the Detective Bureau who leave the service of the Town in good standing after providing proper notice of their termination of employment, shall be

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compensated for all vacation days accrued and unused based on hours per day worked. In the event the Town or the PBA desires to terminate the work schedule, employees will be compensated for all accrued and unused vacation days on the same hourly basis upon which those days were earned as calculated above. Compensation will be based upon the employee's rate of pay at the time of their termination.

H. If an employee is called back during a scheduled vacation, said employee shall receive one and one-half times his normal pay in addition thereto a day or day off equal to the time for which said employee was called back to duty.

I. An employee may cancel their scheduled vacation upon twenty-one (21) days written notice to the Chief of Police. A canceled vacation period must be rescheduled at the time of cancellations.

J. Vacation leave may be taken in one-quarter increments for officers assigned to patrol otherwise, shall be taken in whole or half-day increments.

K. One Contractual vacation day may be taken without providing two weeks' notice of emergency purposes only. The Chief or his designee may ask for the reason for requesting the vacation day.

L. All unused vacation time shall be paid to an officer's estate upon their death.

M. Unless the employee uses his or her emergency vacation day, a vacation request will not be granted if the request is made within 24 hours' notice. The Chief of Police or his designee may grant the request without the use of the emergency vacation day as long as the request does not cause the Squad to fall below minimum staffing levels, and does not interfere with the day-to-day operations of the police primary function, or emergency the Chief of Police deems necessary to maintain adequate staffing levels.

ARTICLE VIII

HOLIDAYS

A. Employees shall receive the following paid holidays:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	February 22
Good Friday	Friday before Easter
Easter	Easter Sunday
Memorial Day	May 30
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	October 12
General Election Day	First Tuesday after first Monday in November
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

B. Any employee required to work on any of the above enumerated holidays shall be entitled, in addition to their regular salary, time and one-half pay for all hours worked.

C. If an employee is scheduled to be off duty on any of the fourteen (14) enumerated holidays and is called back to duty, he shall be paid one and one-half times his regular rate of pay for the time worked in addition to his normal holiday pay.

D. In addition to the fourteen (14) paid holidays enumerated above, employees shall

also be compensated for any additional holidays, which are declared by the Mayor and Town Council of the Town of Phillipsburg. Employees will only be compensated for holidays declared by the President of the United States or the Governor of New Jersey, which are of a permanent or commemorative nature.

E. Employees assigned to the Patrol Division who are scheduled to work on a holiday shall continue to receive, in addition to their regular day's pay, one and one-half ($1\frac{1}{2}$) times their regular base hourly rate for the tour of work on said holidays (eighteen (18) hours straight time pay). Employees not scheduled to work on a holiday shall continue to receive holiday pay equal to eight (8) hours pay at their regular base salary rate. Employees eligible to receive, in addition to their regular day's pay, one and one-half ($1\frac{1}{2}$) times their regular base hourly rate for the tour of duty work on said holiday are those employees whose tour begins at either 0700 hours or 1900 hours on the actual day of the holiday.

ARTICLE IX

LEAVES OF ABSENCE WITHOUT PAY.

Any and all requests by an employee for leave without pay shall be governed by the applicable New Jersey Department of Personnel Rules and Regulations in effect at the time of said employee's request.

ARTICLE X

SICK LEAVE

A. Sick leave is defined to mean the absence from duty of the employee because of illness or injury by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family critically ill and requiring the presence of such employee, or death in the immediate family. Member of the immediate family is interpreted as meaning parents, spouse, children, sister, brother or grandparents. Sick leave shall not be interpreted as including an extended period where the employee serves as nurse or housekeeper during a protracted illness of a member of the family.

B. (1) For all employees assigned to the Patrol Division, all sick leave days accrued and unused as of January 1, 1995 shall be carried forward on an eight (8) hour per day basis. All sick leave days accrued on or after January 1, 1995 shall accrue on a day-for-day basis.

(2) All members choosing to "sell back" sick leave on an annual or upon retirement basis shall have each sick day sold back to the Town calculated upon eight (8) hours compensation at the employee's base hourly rate of pay for each sick day.

(3) Each employee shall be entitled to fifteen (15) days sick leave per year earned at the rate of one and one-quarter ($1 \frac{1}{4}$) days for each month of service.

Employees, at their option, may be paid for fifty (50%) percent of their unused annual sick leave no later than February 15th of the succeeding calendar year. The remaining fifty (50%) percent of their unused sick days shall accumulate from year to year without limitation. At the time of retirement, a full-time employee shall receive payment for

fifty-five (55%) percent of unused sick leave plus two hundred dollars (\$200.00).

C. Employees are required to follow the following three steps in order to be eligible for payment of sick leave pay.

Step 1. Report immediately to his department head or other designated supervisor the reason for his absence, but no later than one (1) hour prior to the beginning of the shift.

Step 2. If the absence is more than one day in length, the employee must keep his department head informed of his condition.

Step 3. Employees may be required to submit a proper medical certificate for absences exceeding three (3) days.

D. Employees who claim sick leave when physically and mentally fit, unless under specific provision of this Agreement, shall be subject to disciplinary action.

E. Workmen's Compensation benefits which are received by an employee during sick leave shall be deducted from compensation due the employee and shall be credited to the employee's sick leave to the nearest multiple of one-half day.

F. Sick leave may be taken in one-quarter increments for those officers assigned to patrol otherwise, leave shall be taken in whole or half day increments.

G. All unused sick time shall be paid to an officer's estate upon their death.

ARTICLE XI

FUNERAL LEAVE

A. All permanent employees covered by this Agreement shall be entitled to five (5) working days leave with pay because of the death of their spouse, child, parent, brothers, or sisters.

B. All permanent employees covered by this Agreement shall be entitled to three (3) days leave with pay because of the death of the employee's following family: grandparents, mother-in-law, father-in-law, or any relative living in the employee's household.

C. All permanent employees covered by this Agreement shall be entitled to two (2) days leave with pay because of the death of the employee's following family: nieces, nephews, brothers and sisters-in-law, aunts, uncles, or any relative living in the employee's household.

D. Such leave shall not be accumulative in the event that it is not used. Attendance at funeral is mandated in order to receive the benefit. It shall be at the discretion of the Chief of Police or his designee to request written proof of attendance.

E. Step family members shall be included in each category above.

ARTICLE XII

INJURY ON DUTY LEAVE

A. An employee who is disabled by an injury incurred in the direct performance of his duty or by reasons as a direct result of or arising out of his employment and who qualifies for workmen's compensation benefits shall receive leave with pay which shall not be charged against accumulated sick leave. All other provisions regarding absence on account of sickness or disability shall apply.

B. Any employee who suffers a work-connected injury or disability, the Town shall continue the employee at full pay for a period of six (6) months. During this period of time, all workmen's compensation benefits shall be paid directly over to the Town. A six (6) month extension of this leave provision may be granted at the discretion of the Mayor.

C. Nothing herein contained shall be considered to be in derogation of or restrictive of any statute now in effect limiting the period during which municipal employees may be compensated for leave on account of disability or of illness but these provisions are to be construed and administered in conjunction therewith.

ARTICLE XIII

MILITARY LEAVE

A. All full time employees covered by this Agreement, who are members of the United States Military Reserves or State National Guard and are required to engage in annual active duty for training, shall be granted a leave of absence in accordance with applicable state law.

B. Taking of military leave shall not reduce any other type of leave earned by the employees and employees shall receive full pay as required by law.

C. The provisions of this Article shall not apply to any employee who is drafted into or volunteers for service in the Armed Service of the United States; not including the United States Military Reserves or State National Guard.

ARTICLE XIV

CLOTHING

A. The Town shall supply all uniforms and provide for the maintenance of same at no expense to the employee.

B. If any part of the employee's uniform and/or personal effects is destroyed in the line of duty, it shall be the responsibility of the Town to replace same upon approval of the Chief of Police, which approval shall not be unreasonably withheld.

C. Employees assigned on a regular basis as investigators, including officers assigned to other law enforcement agencies for three (3) months or more, shall receive annually the sum of six hundred dollars (\$600.00), payable quarterly, as a clothing allowance.

ARTICLE XV

OVERTIME

A. (1) For employees assigned to the Patrol Division, overtime is defined as time worked by an employee with the express prior authorization of the Town for all hours worked in excess of the employee's regularly scheduled work shift.

(2) For employees assigned to the Detective Bureau, overtime is defined as time worked by an employee with the express authorization of the Town in excess of the employee's forty (40) hours worked in the normal work week.

B. Overtime shall be computed as follows:

0-15 minutes	None
16-30 minutes	30 minutes
31-60 minutes	1 hour
Minutes for minutes thereafter	

C. Compensatory time shall be calculated at the rate of time and one-half the actual amount of overtime worked. At no time shall an employee accrue more than 480 hours of compensatory time (equals 320 actual overtime). Compensatory time may be requested, in advance, up to 12 hours and will carry equal weight to the scheduled vacation. Requests for compensatory time shall be granted as long as the request does not cause the Squad to fall below minimum staffing levels, and does not interfere with the day-to-day operation of the Department, or any other function or emergency the Chief of Police deems necessary to maintain adequate staffing levels.

ARTICLE XVI

CALL BACK OR CALL OUT PAY

A. Any full time employee who is called back to work after completing the regular shift, and has left their place of work, shall be guaranteed a minimum of two and one-half (2½) hours pay at time and one-half rates, provided however, that such hours do not overlap into the employee's regular working hours.

B. All employees may be required to work all hours in addition to the minimum guarantee, which are required by the employee's supervisor.

ARTICLE XVII

COURT TIME

A. Whenever a patrolman shall be required to appear before any grand jury or at any municipal, County, Superior or Supreme Court proceeding, the time during which he is so engage shall be considered a time of assignment to and performance of duty. When such appearance occurs during the member's assigned duty hours, he shall suffer no loss in compensation. When such appearance occurs outside his assigned duty hours, he shall be paid at one and one-half his regular rate of pay.

B. Any employee who is called for appearance in court, after completing the regular shift, shall be guaranteed a minimum of two (2) hours pay at time and one-half rates, provided however, that such hours do not overlap into the employee's regular working hours.

C. All employees may be required to work all hours in addition to the minimum guaranteed, which are required by the employee's supervisor.

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ARTICLE XVIII

INSURANCE

A. (1) Effective April 1, 2011, the Town agrees to continue full family and major medical coverage through or equivalent to State Health Benefit Plan Horizon NJ Direct 15. If an employee selects to opt for a plan other than the Town-sponsored plan, the additional cost shall be the responsibility of the employee. The Town agrees to provide the PBA with a minimum of thirty (30) days written notice of any change in insurance carriers and/or benefits.

(2) Any disputes which cannot be resolved between the parties with respect to coverage or the extent of benefits as compared to the current existing insurance coverage shall be subject to the Grievance Procedure for resolution. The PBA agrees that should the Town desire to change insurance carriers during the life of this Contract, that it will negotiate such a proposal in good faith with the Town. The Town agrees to provide the PBA with a minimum of thirty (30) days written notice of any change in insurance carriers and/or benefits.

(3) Employees wishing to opt out of medical coverage provided by the Town and their spouse or partner are not covered by a State Health Benefit Plan, may do so and be eligible for reimbursement of 25% or \$5,000, whichever is less, of the amount saved by the employer. The reimbursement shall be paid on or before March 15. This payment will be through payroll and subject to all applicable taxes.

In order to withdraw, the employee must present letter stating desire to withdraw and copy of proof of insurance from spouse or partner covering family. Medical coverage renewal date shall be January 1st. Employees will be required to make changes, if necessary, to their coverage each October. Effective January 1, 2012, all employees shall contribute a percentage of their health care premium, which shall be based on the employee's base salary and cost of

coverage.

B. (1) The Town shall pay the premium for a prescription drug insurance plan with \$10 brand name / \$3 generic co-pay provisions paid by the employees for thirty (30) days' supply.

(2) Mail order prescriptions ninety (90) days' supply are available on the same basis as the co-pay. Prescriptions ordered through the mail are subject to \$15 brand name / \$5 generic co-pay.

C. The Town will provide a dental plan for employee, spouse and/or dependent children. Any employee wishing to opt out of dental coverage provided by the Town may do so every January 1 with that employee being eligible for 50% of the previous year's premium cost for said employee. This reimbursement will be paid on or before March 15, and will be through payroll and subject to all applicable taxes.

D. The Town will continue to keep employees enrolled in the New Jersey Disability Insurance Program.

E. The Town will maintain Police Professional Liability Insurance Coverage.

F. Under the Consolidated Omnibus Benefits Reconciliation Act (COBRA), employees may elect to retain full insurance coverage upon termination of employment at their own expense for a period of eighteen (18) months.

G. The employees covered by this Agreement shall be entitled to a reimbursement up to \$200.00 per calendar year provided by the Town for eye care and eye wear of the employee and his/her dependents or a Vision Plan, which shall be agreed upon by the Town and PBA.

ARTICLE XIX

PENSION

The employer shall provide pension and retirement benefits to employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey.

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ARTICLE XX

SALARIES

A. Effective January 1, 2012, salaries for employees covered by this Agreement shall be as follows:

Classification	Years of Service	Salary
Trainee	0-1 years of service	\$55,402.21
Class F	1-2 years of service	\$58,713.86
Class E	2-3 years of service	\$62,026.91
Class D	3-4 years of service	\$65,339.98
Class C	4-5 years of service	\$69,778.69
Class B	5-6 years of service	\$76,857.63
Class A	6+ years of service	\$84,106.89

This provision shall not negatively impact on the salary entitlement of any present employee.

B. Effective January 1, 2013, salaries for employees covered by this Agreement shall be as follows:

Classification	Years of Service	Salary
Trainee	0-1 years of service	\$56,427.15
Class F	1-2 years of service	\$59,800.06
Class E	2-3 years of service	\$63,174.41
Class D	3-4 years of service	\$66,548.77
Class C	4-5 years of service	\$71,069.59
Class B	5-6 years of service	\$78,279.50
Class A	6+ years of service	\$85,662.87

This provision shall not negatively impact on the salary entitlement of any present employee.

C. Effective January 1, 2014, salaries for employees covered by this Agreement shall be as follows:

Classification	Years of Service	Salary
Trainee	0-1 years of service	\$57,471.06
Class F	1-2 years of service	\$60,906.36
Class E	2-3 years of service	\$64,343.14
Class D	3-4 years of service	\$67,779.93
Class C	4-5 years of service	\$72,384.38
Class B	5-6 years of service	\$79,727.67

Class A	6+ years of service	\$87,247.64
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This provision shall not negatively impact on the salary entitlement of any present employee.

D. Effective January 1, 2015, salaries for employees covered by this Agreement shall be as follows:

Classification	Years of Service	Salary
Trainee	0-1 years of service	\$58,534.27
Class F	1-2 years of service	\$60,033.13
Class E	2-3 years of service	\$65,533.49
Class D	3-4 years of service	\$69,033.86
Class C	4-5 years of service	\$73,723.49
Class B	5-6 years of service	\$81,202.63
Class A	6+ years of service	\$88,861.72

This provision shall not negatively impact on the salary entitlement of any present employee.

E. Those officers assigned to the Detective Bureau, Criminal Investigation Bureau shall receive an annual stipend of two thousand dollars (\$2,000.00), which shall be included in their base rate. Any employee assigned to an outside agency in the capacity of a Detective or Investigator shall receive the stipend on a prorated basis over the time served in that capacity. Special Operations Detectives do not receive a stipend but are assigned to the Detective Bureau and receives a clothing allowance.

ARTICLE XXI

LONGEVITY

All employees in the bargaining unit shall be paid, in addition to their base salary, longevity pay increments listed herein below:

Years of Completed Service	Annual Increment
Five	\$1,750.00
Ten	\$2,250.00
Fifteen	\$2,750.00
Twenty	\$3,250.00
Twenty-Four	\$3,750.00

ARTICLE XXII

SHIFT COMMANDER PAY

A. In the event there is a temporary vacancy in the position of Shift Commander in the Patrol Division on any given shift, the Police Chief or his designated representative shall attempt to fill such vacancy with a supervisor first.

B. All employees assigned to duty by the Police Chief, or his designated representative, to serve as an Officer in Charge of a shift shall receive one and one-half times his hourly rate for the period of such assignment.

C. If there is a First Line Supervisor vacancy which may be long-term, or a patrolman is needed to temporarily fill the vacancy of a supervisor for an extended period of time, the employment to fill the vacancy shall be at the sole discretion of the Chief of Police or his designee. The appointment will be made to an eligible patrolman who is on a current certified Department of Personnel list. During the temporary assignment, the patrolmen will be paid the difference between the salary of a patrolman and the salary of a Sergeant. This appointment must first be approved by the Mayor or his designee.



ARTICLE XXIII

TRAVEL ALLOWANCE

A. The Town will supply a travel vehicle to employees for attendance at out-of-town functions such as meetings, court and training sessions, if attendance is required by the Town. Unavailability of a Town vehicle shall not prevent the assignment from being performed. If and when this should occur, employees shall use their personal vehicle and shall be reimbursed at the IRS per mile rate.

B. Employees shall be reimbursed for required meals while attending out-of-town functions if approved by the Chief in advance according to the following schedule:

Breakfast	\$ 5.00
Lunch	\$10.00
Dinner	\$12.00

ARTICLE XXIV

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement, and to resolve grievances as soon as possible so as to secure efficiency and promote employee morale. The parties agree that this procedure will be kept as informal as may be appropriate.

B. The term "grievance" as used herein means any controversy arising over the interpretation or application of the specific terms and conditions of this Agreement and may be raised by an employee, the PBA or the Town. The term "grievance" as used herein shall include disciplinary disputes involving the imposition of discipline up to five (5) days in length.

C. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent of the parties:

Step One. An aggrieved employee shall institute action under the provisions hereof within thirty (30) calendar days of the act being grieved, in writing, by the grievant, setting forth: (1) the nature of the grievance; (2) the facts upon which it is based; (3) the provision of the agreement allegedly violated; and (4) the remedy requested, signed by the grievant, and filed with the Chief of Police or other Town designated representative, who shall render a decision, in writing, within seven (7) calendar days from the receipt of this grievance.

Step Two. In the event that Grievance is not settled by Step One, then within ten (10) calendar days following the determination of the Chief of Police or other designated representative, the matter shall be filed with the Town Council or its designee, who shall render a

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decision, in writing, within ten (10) calendar days from the receipt of the Grievance.

Step Three.

(a) If the grievance is not settled through Steps One and Two, either party may refer the matter, within fourteen (14) calendar days after the determination by the Town Council or its designee, to an arbitrator who shall be selected pursuant to the rules of the Public Employment Relations Commission.

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision of the Town Council or its designee. In the event the aggrieved elects to pursue NJ State Department of Personnel procedures; the arbitration hearing shall be canceled and the matter withdrawn from arbitration. The PBA shall pay whatever costs it may have incurred in processing the case to arbitration.

(c) The arbitration shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

(d) The decision of the arbitrator shall be final and binding.

(e) The cost for the services of the arbitrator shall be borne equally by the Town and the PBA. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

D. The time limits set out herein shall be strictly adhered to, and the failure to process a grievance to the next step within the specified time limit shall be deemed to mean that the grievant has accepted the latest determination made. However, upon mutual consent of the parties, the time limits for any step may be extended or contracted.

ARTICLE XXV

ACTIONS AGAINST POLICEMEN

A. The Town shall provide necessary means for legal defense as required under N.J.S.A. 40A:14-155 where actions are brought against a policeman arising out of or incidental to the performance of his duties, but not for his defense in a disciplinary or criminal proceeding instituted by the Town except to the extent required by said statute.

B. Any employee who otherwise would be eligible to be represented by the Town Attorney for any civil or criminal proceeding in which he is involved shall have the option of choosing their own attorney provided that the employee agrees to pay any difference between the fee charged by the Town Attorney and the attorney selected by the employee.

ARTICLE XXVI

SEPARABILITY AND SAVINGS

In the event that any provision of this Agreement shall, at any time, be declared invalid by Legislative Acts or any Court of competent jurisdiction, or through Government regulation or decree, through other than municipal actions, such decision shall not invalidate the entire Agreement, it being the express intent of parties that all provisions not declared invalid shall remain in full force and effect.

ARTICLE XXVII

MANAGEMENT RIGHTS

A. The Town of Phillipsburg hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the following rights.

(1) To the executive management and administrative control of the Town Government and its properties and facilities, the activities of its employees;

(2) To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, except as specifically limited herein, and to promote and transfer employees; and

(3) To suspend, demote, discharge, or take other disciplinary action for good and just cause according to law.

B. In the exercise of the foregoing powers, right, authority, duties, or responsibilities of the Town, the adoption of policies, rules, regulations, and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and applicable law.

C. The prerogatives and authority, which the Town has not officially abridged, delegated, or modified by this Agreement, are retained by the Town.



ARTICLE XXVIII

NO STRIKE PLEDGE

A. The PBA covenants and agrees that during the term of this Agreement neither the PBA nor any person acting in its behalf will cause, authorize, condone, or support, nor will any of its members take part in any strike (*i.e.*, the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other job action which interferes with the normal operation of the Town. The PBA agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, work stoppage, slowdown or other job action interfering with normal operations of the department, it is covenanted and agreed that participation in any such activity by any employee covered by this Agreement shall be deemed grounds for disciplinary action of such employee or employees, subject however to the Grievance Procedure and the provisions of Title 40.

C. The PBA will actively discourage any of its members, or person acting on their behalf, from taking part in any strike, slowdown, walkout or job action interfering with normal operations and will take whatever affirmative steps are necessary to present and terminate such illegal action.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Town in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the PBA, its members, or any person acting on its behalf.

ARTICLE XXIX

EXTRA CONTRACT AGREEMENTS

The Town agrees not to enter into any other Agreement or Contract with employees covered by this Agreement, individually or collectively, or with any other organization which in any conflicts with the terms and provisions of this Agreement unless the PBA agrees to any change in writing.

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ARTICLE XXX

MUTUAL AID

A. Employees while rendering aid to another community are fully covered by Workmen's Compensation and Liability Insurance and pensions as provided by State Law.

B. In the event that an employee shall render assistance to a law enforcement officer in another jurisdiction, while off duty, or act in his capacity as a police officer, he shall be considered for all purposes as being on duty and eligible for workmen's compensation if he is injured.

ARTICLE XXXI

RETENTION OF BENEFITS

The Town agrees that all benefits, terms and conditions or employment relating to the status of Police Officers, which is specifically set forth in this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

ARTICLE XXXII

WORK SCHEDULES

A. (1) The authority to schedule work rests with the Town. A normal work year shall consist of a number of hours equal to eight (8) times the number of days in the given year excluding Saturdays and Sundays.

(2) For all employees assigned to the Patrol Division, each tour of duty shall consist of twelve (12) hours. Employees covered by this work schedule shall be scheduled on duty for four (4), twelve (12) hour tour of duty on four (4) consecutive days, then scheduled off duty for four (4) consecutive days.

(2)(a) Administrative and Investigative personnel shall be scheduled on duty for a forty (40) hour work week.

(3) The starting time of the "day shift" shall be 0700 hours. The stopping time for "day shift" shall be 1900 hours. The starting time for the "night shift" shall be 1900 hours. The stopping time for the "night shift" shall be 0700 hours.

(4) The Town has the sole discretion to implement a "flex shift," where one (1) patrolman on each shift would start and end their shift one (1) hour before the regular starting and stopping time of their shift. This "flex shift" would be filled on a volunteer basis by the most senior patrolman, on a shift. If no patrolman volunteers for the shift, the Town has a right to assign the most junior patrolman to work this shift.

B. The hourly rate for all employees will continue to be calculated by dividing their annual base salary by 2,080 hours.

C. Employees shall accrue hours to fulfill the requirements of the normal work year in the following manner:

in the following manner:

(1) **Regular Schedule Duty.** Actual hours spent on duty shall be credited to the fulfillment of the normal work year.

(2) **Training.** Actual hours spent on assigned training shall be credited to the fulfillment of the normal work year.

D. Before any major change in the departmental work schedule is made, the Mayor, or other Town designated representative, shall meet with and explain the change to the two (2) designated representatives of the PBA at least two weeks prior to the change.

ARTICLE XXXIII

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues, which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

ARTICLE XXXIV

AGENCY SHOP PROVISION

A. Dues Deduction: Membership Dues

(1) The Town agrees to deduct from the regular pay of any employee the dues of PBA Local 56. The payroll clerk shall process and forward such dues deductions to the treasurer of the PBA Local 56, which dues deduction shall commence not later than the second payroll period of the employee's membership and notice thereof to the Town.

B. Representation Fees: Agency Shop

(1) A representation fee in lieu of dues shall be assessed and deducted from the regular pay of all employees not members of NJ PBA Local 56, in an amount equal to 85% of the regular membership dues, initiation fees and assessments charged by the PBA to its own members.

(2) The Town shall deduct a fee for all non-member employees in accordance with this Article, and shall transmit such fees in the same manner as transmission of regular membership dues to the local. The purpose of this fee will be to offset the employee's per capita cost of service rendered by the PBA as a majority representative.

(3) The PBA shall maintain a demand and return system as required in regard to representation fee assessments.

C. Prior to the beginning of each year, the PBA will notify the Town, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the PBA to its own members.

D. The PBA shall indemnify and hold harmless the employer against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action

taken or not taken by the employer for the purposes of complying with any of the provisions of this Article.

ARTICLE XXXV

ACCESS TO PERSONNEL FOLDERS

A. Any employee shall have the right to inspect his personnel folder after reasonable notice to the Business Administrator during normal office hours in the presence of a designated superior officer.

B. Employees will be provided with a copy of material placed in their personnel folder. He shall be allowed to place in his folder a response of equal length of anything contained herein.

C. Each work performance evaluation shall be reviewed with the employee and evidence of this review shall be the required signature of the employee on the evaluation form.

D. No document of anonymous origin shall be placed in any employee's file.

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ARTICLE XXXVI

RETIREE BENEFITS

All benefits set forth in this Agreement for 2012, 2013, 2014 and 2015 shall be paid to and given to any and all employees who retire after January 1, 2012 through December 31, 2015.



ARTICLE XXXVII

TERMS AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2012 and shall remain in effect to and including December 31, 2015 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless some party or the other give notice, in writing, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. In the event such written notice is given, and a new Contract is not signed before the expiration date of the old Contract, said Contract is to continue in full force and effect until a new Contract is signed.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at
Phillipsburg, New Jersey on this 26th day of JULY, 2013.

WITNESS:

POLICEMEN'S BENEVOLENT ASSOC.
PHILLIPSBURG LOCAL NO. 56

By: Harry L. Wyant, Jr.

By: [Signature]

By: [Signature]

WITNESS:

TOWN OF PHILLIPSBURG
COUNTY OF WARREN, NEW JERSEY

By: [Signature]

By: Harry L. Wyant, Jr.
Harry L. Wyant, Jr.

By: [Signature]

AGREEMENT

Between

TOWN OF PHILLIPSBURG

WARREN COUNTY, NEW JERSEY

And

LOCAL 2928

AMERICAN FEDERATION OF STATE,

**COUNTY AND MUNICIPAL
EMPLOYEES COUNCIL 73**

**JANUARY 1, 2013 THROUGH
DECEMBER 31, 2015**

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PREAMBLE

The Agreement entered into this 27 day of November, 2013, between the Town of Phillipsburg, hereafter referred to as "Town" and Local 2928, American Federation of State County and Municipal Employees, AFL-CIO, Council #73, hereafter referred to as "Union", represents the complete and final understanding on all bargainable issues between the Town and Union.

ARTICLE I – RECOGNITION

A. The Town recognizes the Union as the sole exclusive collective bargaining agent under N.J.S.A. 34:13A-5.3 with regard to rate of pay, hours of work and other conditions of employment for an appropriate bargaining unit consisting of the following job classifications:

- Accounting Assistant
- Accounts Clerk-Typing
- Assessing Clerk
- Building Maintenance Worker
- Clerk/Stenographer
- Clerk Typist
- Communications Operator/Typing
- Deputy Municipal Clerk
- Deputy Municipal Court Clerk
- Housing Inspector
- Housing Inspector/Building Inspector
- Housing Technician Assistant
- Laborer
- Heavy Laborer
- Mechanic
- Mechanic's Helper
- Police Records Clerk
- Senior Police Records Clerk
- Principal Account Clerk-Typing
- Principal Clerk Typist
- Principal Cashier- Typing
- Public Works Repairer
- Public Works Inspector
- Senior Account Clerk
- Senior Bookkeeping/Machine Operator
- Senior Clerk Stenographer
- Senior Clerk
- Senior Clerk Typist
- Senior Housing Technician assistant
- Senior Mechanic
- Senior Public Works Repairer

Tax/Sewer Clerk/Switchboard
Technical Assistant - Office of Construction Code Official
Telephone Operator/Receptionist
Truck Driver
Violations Clerk

B. Excluded from the provisions of this Agreement are probationary employees and those employees on a temporary, seasonal or casual basis unless they are specifically included.

C. In the event the Employer and the Union are unable to agree as to the additions or deletions of classifications to the unit, the issue shall be submitted to the Public Employment Relations Commission for determination as provided by law.

ARTICLE 2 - DUES CHECK OFF

A. The Town agrees to deduct from the salaries of its employees subject to this Agreement who authorize same in advance in writing, dues for the Union. Such deduction shall be made in compliance with N.J.S.A. 52:14-15.9(e) as amended. Said moneys, together with records of any corrections, shall be transmitted to the treasurer of AFSCME Local 2928 by the end of the month in which deductions were made.

B. The Union shall provide all necessary check-off authorization forms and secure the signatures of its members on said forms before delivering the signed forms to the Town Mayor, as provided in N.J.S.A.52:14-15(e) as amended.

C. If there shall be any change in the rate of membership dues during the life of this Agreement, the Union shall furnish to the Town written notice at least 30 days prior to the effective date of such change.

D. The Union shall indemnify, defend and save the Town harmless against any and all claims, judgments, demands, suits, orders or other forms of liability that may arise out of or by reason of action taken or not taken by the Town as a result of such salary deductions for Union dues.

E. Any employee in the bargaining unit on effective date of this Agreement who does not join the Union within 30 days thereafter, any new employee who does not join within 90 days of initial employment within the unit, and any employee previously employed within the unit who does not join within 10 days of the re-entry into employment within the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction.

F. The representation fee shall be in an amount equal to 85% of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement as long as the

Union remains the majority representative of the employees in the unit, provided that no modifications is made in this provision by a successor agreement between the Union and the Employer.

G. The representation fee in lieu of dues only shall be available to the Union if the procedures hereinafter are maintained by the Union. The Union shall return any part of the representation fee paid by the employees which represents the employee's additional pro-rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

H. The employee shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union.

ARTICLE 3 - MANAGEMENT RIGHTS

A. The Town of Phillipsburg hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative controls of the Town government and its properties and facilities, the activities of its employees;
2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, except as specifically limited herein, and to promote and transfer employees;
3. To suspend, demote, discharge, or take any other disciplinary action for good and just cause according to law.

B. The prerogatives and authority, which the Town has not officially abridged, delegated, or modified by this Agreement, are retained by the Town.

ARTICLE 4- PROBATION

A. All newly hired employees in the classified service shall be subject to a working test (probationary) period of 60 working days.

B. The purpose of said trial period is to enable the Town to evaluate the employee's work performance, suitability for the position, and conduct in order to determine whether the employee merits permanent employment status.

C. The employee shall begin earning sick leave and vacation benefits as of the date of appointment and shall be eligible to receive such benefits in the form of time off from the job after 60 working days.

D. If at any time during or at the end of the working test period the conduct and/or performance of the employee is found by the Town to be unsatisfactory, the Town may terminate the employee. The decision of the Town regarding the termination of such employee shall not be subject to the grievance procedure. However, if an employee is terminated prior to the completion of his/her working test period, he/she shall be entitled to a disciplinary hearing and will be served with charges and specifications giving the reason(s) for the proposed termination.

E. A permanent employee shall be entitled to enrollment in the Town covered health insurance plan after completion of his/her probationary period of 60 working days.

ARTICLE 5 - NO STRIKE PLEDGE

A. During the term of this Agreement, the Union agrees that there will be no work stoppage or slowdown of any kind and the Town agrees that it will not cause any lock out.

B. The Union covenants and agrees that neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other job action against the Town. The Union agrees that such action would constitute a material breach of the Agreement.

C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Town.

D. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by any Union member shall entitle the Town to discipline said employee by taking appropriate steps such as, but not limited to, suspension, fine, or dismissal.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Town in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event such breach by the Union or its members.

ARTICLE 6 - NON-DISCRIMINATION

A. There shall be no discrimination by the Town or the Union against any employee on account of age, race, creed, ancestry, sex, color, national origin, handicap, marital status, sexual or affectional orientation, or union activity.

B. There shall be no discrimination, interference or restraint or coercion by the Town or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union, or because of any lawful activities by such employee on behalf of the Union.

C. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement, who are not members of this local Union.

ARTICLE 7 - WORK SCHEDULES

A. The sole authority in scheduling work rests with the Employer. The normal workday for an employee shall be eight (8) consecutive hours. The normal workweek shall be forty (40) hours Monday through Friday. Service to the public may require the establishment of regular workweeks that schedule work on Saturdays and/or Sundays.

B. Service to the public may require establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual basis other than the normal blue-collar 7:00 a.m. to 3:00 p.m. shift or white-collar 8:00 a.m. to 4:30 p.m. shift. For example, shifts for the Office of the Tax Collector shall be 7:00 a.m. to 3:30 p.m. and 8:00 a.m. to 4:30 p.m. Municipal Court hours shall be 8:30am to 4:30pm. Management may change work schedules at any time with two (2) weeks' notice to Union and to the affected employee(s).

C. In all cases where practicable and when service to the public would not be adversely affected, the Employer will give twenty-four (24) hour advance notice to the employees affected by the establishment of work days different from the employee's normal eight (8) hour work day.

D. In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an employee working other than a normal work day be scheduled to work more than eight (8) hours; however, each employee has an obligation to work overtime as directed and to respond to callbacks if requested. In cases where unusual circumstances are not present in regard to overtime work, the employee's immediate supervisor will give a four (4) hours' notice to employees; however, lack of such notice shall not be grounds for employees to refuse to work overtime. An employee may refuse an overtime assignment provided he/she has a reasonable excuse for refusing.

E. Any time the Municipal Building is closed due to normal circumstances such as, but not limited to, fire, flood, snow, sleet or breakdown of equipment or facilities, all members covered by this Agreement will be paid for the entire scheduled work shift. If a decision is made to close the building due to any unusual circumstances, employees who are not already at work will be notified by telephone as soon as possible.

F. In the event that an emergency is declared by the Mayor public works employees shall be entitled to compensatory overtime computed at 1.5 hr for all hours worked during closure.

ARTICLE 8 - LUNCH PERIODS AND REST PERIODS

- A. 1. Blue Collar employees shall be entitled to a lunch period not more than thirty (30) minutes for each full day of work at times designated by the Town.
2. White Collar employees shall be entitled to a lunch period of not more than one (1) hour for each full day of work at times designated by the Town.
- B. Employees shall be entitled to a rest period of not more than fifteen (15) minutes for each half-day of work at times designated by the Town.
- C. The rest period or lunch period shall be strictly limited to designated minutes with no additional time for travel to or from work sites.
- D. Employees shall not use Town vehicles to travel to and from any place for lunch period other than the Town garage or normal work sites unless authorized to do so by their department head.
- E. A rest period or lunch period may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.

ARTICLE 9 - SAFETY

The Town and the Union agree to jointly promote safe and healthful working conditions, to cooperate in safety mailers and to encourage employees to work in a safe manner. Union and management agree to set up a safety committee to meet on a regular basis to discuss items of mutual concern and interest.

ARTICLE 10- OVERTIME

- A. The normal workweek for employees covered by this Agreement shall be forty (40) hours as established in accordance with **ARTICLE 7 WORK SCHEDULES**. Work in excess of the normal workweek shall be considered paid at the rate of one and one-half (1-1/2) times the regular base hourly rate of the employee. The base hourly rate includes longevity payments or other stipends received by the employee.
- B. For overtime computation purposes only, time within the employee's standard weekly work schedule for which the employee received pay from the Town for approved absence shall be credited to time worked when computing the workweek.
- C. Any employee required to work on a holiday designated in **ARTICLE 30 HOLIDAYS** shall be compensated at the time and one-half rate for all hours worked on such holiday in addition to receiving holiday pay. Any person working in a 24 hour period between 12:00am to

12:00am on New Years, Easter, Thanksgiving and Christmas shall be paid at double time plus holiday pay.

D. Any employee required to work in excess of sixteen (16) continuous hours in a defined twenty-four (24) hour workday shall be paid at the rate of two (2) times his/her regular salary rate inclusive of longevity or special allowance.

E. Overtime opportunities shall be distributed as equally as possible among employees in the same job classification. It is understood that nothing in this clause shall require payment for overtime hours not worked.

F. The approval of the department head must be obtained before working overtime.

ARTICLE 11 -GRIEVANCE PROCEDURE

A. DEFINITION - Any grievance or dispute which may arise between parties involving the application, meaning or interpretation of the Agreement, but shall exclude any alleged understanding, practice or other matters outside the terms of this Agreement.

B. PROCEDURES:

STEP 1 - INFORMAL - Immediate Supervisor/Division Head: Within thirty (30) calendar days of the date of the grievance the employee, accompanied by either a shop steward or Union officer, will present the written grievance to the employee's Immediate Supervisor or Division Head. Within seven (7) calendar days after presentation of the grievance, the Immediate Supervisor/Division Head will render a decision in writing to the employee and steward or Union officer. In the event that the employee's Immediate Supervisor is a Department Head, the employee may go directly to Step 2 of the grievance procedure.

STEP 2 - FORMAL - Department Head: Within ten (10) calendar days of the written answer from the Division Head/Immediate Supervisor, if the grievance is not resolved, the employee shall move the grievance to the department head. The department head will arrange a meeting with the employee and the local Union steward and/or Union officer within three (3) business days to attempt to resolve the grievance. The department head shall give a written answer to the employee and steward and/or Union officer within ten (10) calendar days of the date of the meeting.

STEP 3 - FORMAL - Town Mayor: Within ten (10) calendar days of the written answer from the Department Head, if the grievance is not resolved, the employee shall move said grievance to the Town Mayor. The Town Mayor shall arrange a meeting at a mutually agreeable time and place within five (5) business days of receipt of the grievance. The aggrieved party, the shop steward, Local 2928 Union president and Council 73 Union representative shall be entitled to be present at the meeting. The Town Mayor shall give a written answer within ten (10) calendar days after the meeting.

If more time is needed it shall be asked for in writing with an explanation as to the delay.

STEP 4 - ARBITRATION - If the grievance is still unsettled, the Union may, within fifteen (15) days after the reply of the Town Mayor, by written notice to the Town Mayor, request arbitration.

C. A group grievance, one that affects a group or body of employees, may be presented by the Union directly at STEP 3 - FORMAL - Town Mayor.

Any grievance not processed to the next step in the grievance procedure within the time limits provided for in each step shall be deemed to have been waived and abandoned by the moving party. If a written answer is not given by the Division Head/Immediate Supervisor, Department Head, and/or Mayor within the time period set forth in the appropriate step of the grievance procedure, the grievance shall be considered to have been denied, and the employee may advance automatically to the next step of the grievance procedure.

D. If there is not a supervisor in the STEP 1 or STEP 2 position, then the grievance shall be automatically advanced to STEP 3 - FORMAL - Town Mayor by the grieving party.

E. **CHOICE OF REMEDY** - If as a result of the written Employer response in STEP 3, the grievance remains unresolved, and if the grievance involves an employee who has completed the required probationary period, the grievance may be appealed either to arbitration or a procedure such as State Civil Service, court litigation, or similar appeal. If appealed to any procedure other than arbitration as provided in this article, the grievance is not subject to this arbitration procedure. The aggrieved employee shall indicate in writing which procedure is to be utilized and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through another remedy.

F. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Town and the Union in accordance with the rules of the New Jersey Public Employment Relations Commission.

G. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of the testimony and argument.

H. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Town and the Union. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available, at cost, to the other party and the arbitrator, if necessary.

I. The only grievance or disputes, which may be submitted for arbitration, shall be those arising out of the meaning, application and interpretation of the provisions of this Agreement. The arbitrator shall interpret this agreement as written and shall not alter, amend or add to the

terms of this agreement. The arbitrator shall consider only the grievance filed by the union and shall not consider any other grievances at the hearing unless previously agreed upon by the Town and the Union in writing.

ARTICLE 12 - SENIORITY

A. Seniority shall be defined as the amount of continuous permanent service within the Town of Phillipsburg, regardless of title. Seniority shall be based on total calendar years, months and days in continuous permanent service regardless of workweek, work year or part-time status. This shall be applied uniformly to all employees by job title. Authorized leaves of absences shall be considered part of continuous service.

B. In the event that the Town deems it necessary to demote or layoff employees with continuous permanent service, the Town shall comply with the provisions of the New Jersey Administrative Code, specifically NJAC 4A:8-1 et seq, concerning layoffs. That shall include discussion of alternatives to layoff with the Union. Seniority will be followed as set forth in NJAC 4A:8-2.4, as defined in paragraph A herein.

C. In the event the Town deems it necessary to demote or layoff employees in continuous permanent service or to eliminate job titles, the Town shall provide to the Union a list of job titles affected by any demotion, layoff or elimination and the seniority order of personnel affected by actions.

D. Seniority shall be the determining criterion for personnel assignments, demotions, promotions, layoffs, and recall only when other qualifications factors are equal.

E. Seniority shall be the determining criterion for the purpose of picking vacation periods.

ARTICLE 13 - JOB POSTINGS

A. Existing or planned job vacancies will be posted on the bulletin boards within five (5) days after the decision by management to fill the vacancy. The posting will include a description of the job, any required qualifications, the location of the vacancies and the procedures to be followed by employees interested in making application. The employees must make said application within ten (10) working days of posting. A copy of the posting will be given to the Union president. The Town will made available in writing its intent on a time frame for filling an open position.

B. Members of the bargaining unit who are applicants for openings shall be notified of the disposition of their application within ten (10) working days of their interview. The Town will make every effort to promote from within the bargaining unit when there are qualified members who apply for the open position.

C. It is understood that the selection of personnel is the sole discretion of the Town, however the policy of the Town is to appoint the best-qualified applicant. All things being equal the qualified internal applicant(s) will be given preferential consideration.

ARTICLE 14 - SICK LEAVE

- A. Sick leave is defined as meaning absence from duty of the employee because of illness or injury by reason of which such employee is unable to perform the usual duties of his/her position, exposure to contagious disease, or a short period of emergency attendance upon a member of his/her immediate family with the employee, critically ill and requiring the presence of such employee or death in the immediate family. Members of the immediate family is interpreted as meaning parents, spouse, children, sister, brother or grandparents.
- B. Part-time permanent employees shall be eligible for sick leave on a pro-rated basis. Part-time temporary employees shall not be eligible for sick leave. Part-time permanent employee is one who works less than thirty (30) hours per week on an annual basis, and temporary employee is one who fills a vacancy for which the termination date is known at the time of employment.
- C. In order for an employee to receive sick leave benefits it is their responsibility to notify the immediate supervisor on or before the designated time to commence regular work of the condition, which requires the employee to be absent. The burden of establishing that proper notification could not be made lies with the employee. In cases of extended leave the employee must keep the immediate supervisor apprised of his/her condition. Abuse of sick leave shall be subject to disciplinary action.
- D. Requests for sick leave to be present with a member of the immediate family of the employee must be accompanied by the name and relationship of the ill or injured family member, an explanation as to why the employee must be present, and a certification by a physician if the absence is for more than three (3) consecutive days.
- E. A supervisor may require a doctor's certification for any period of sick leave if he believes the individual concerned is abusing the benefit. Continuous extended absence for the same illness shall be counted as one absence.
- F. No employee, while on sick leave, shall be elsewhere or otherwise employed or engaged in outside work or employment whatsoever, and claiming sick leave when mentally and physically fit, may be cause for disciplinary action, including but not limited to transfer, suspension, demotion, or dismissal.
- G. Full time employees shall accumulate sick leave on the basis of fifteen (15) days of sick leave per year earned at the rate of one and one-quarter (1-1/4) days per month. In the first year of employment, employees shall be entitled to earn one day of sick leave for each month of employment. Employees, at their option, may be paid for fifty percent (50%) of their unused sick leave no later than February 15th of the succeeding year. The remaining fifty percent (50%) of their unused sick days shall accumulate from year to year without limitation.
- H. Sick leave may be used in one-quarter increments.

- I. Sick leave with pay will not be allowed under the following conditions:
1. If the employee, when under medical care, fails to carry out the order of the attending physician.
 2. If, in the opinion of the Town physician, the employee is ill or disabled because of self-inflicted wounds, alcoholism or the use of non-prescription habit-forming drugs.
 3. Sick leave shall not be allowed for such things as non-medical professional services.
- J. Sick leave shall not be used in conjunction with vacation or personal days with the intent to extend time away from duty and shall be in no way misconstrued as vacation days.

ARTICLE 15 – ACCUMULATED SICK LEAVE PAYMENT

A. All employees covered by this Agreement shall be entitled, upon retirement to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him/her on the effective date of his retirement.

At the time of retirement, a full time employee hired prior to May 21, 2010, shall receive payment for fifty-five (55%) percent of unused sick leave plus two hundred dollars (\$200.00).

At the time of retirement, a full time employee hired after May 21, 2010 shall receive payment of fifty (50%) percent of unused sick leave however; no payment shall exceed \$15,000.

ARTICLE 16 - BEREAVEMENT LEAVE

A. All permanent employees covered by this Agreement shall be entitled to five (5) working days leave without loss of pay for the death of spouse, child (biological, adopted, foster child, step child or legal ward), mother, father, brother, or sister.

B. All permanent employees covered by this Agreement shall be entitled to three (3) working days leave with pay because of a death in the employee's immediate family. For the purpose of this article the term "immediate family" is defined to mean great grandparents, grandparents, great grandchildren, grandchildren, mother-in-law, father-in-law or any relative living in the employee's household.

C. All permanent employees covered by this agreement shall be entitled to two (2) working days leave without loss of pay to attend a public service (e.g., funeral, memorial, wake, etc.) of anyone in the non-immediate family. For purposes of this Article, the term "non-immediate family" is defined to mean aunt, uncle, niece, nephew, brother-in-law and sister-in-law.

D. Step family members shall be included in each category above.

E. All permanent employees covered by this Agreement shall be entitled to two (2) working days leave with pay to attend the funeral of non-immediate family, which shall include spouses and/or domestic partners aunt/uncle and niece/nephew.

F. Such leave shall not be accumulated in the event that it is not used. Attendance at funerals is mandated in order to receive the benefit.

G. In the event of a tragedy where there are multiple deaths within a member's family at the same time, the member will be entitled to and receive the allotted time off for bereavement for each family member. (Example: Mother and Father die at the same time the member would be entitled to 10 days bereavement leave.

ARTICLE 17 - JURY DUTY

A. Any employee covered by this Agreement, who is required to serve on a jury, shall be granted a leave of absence to serve on said jury.

B. During the period of serving on said jury, the employee shall receive full pay from the Town.

ARTICLE 18 - MATERNITY LEAVE

A. A maternity leave is to be regarded as leave without pay and bargaining unit member shall be entitled to all consideration and benefits associated with such leave. During this leave of absence, the Town will continue to pay all medical benefits.

B. As soon as verified by medical authority, the staff member shall notify her department head in writing of the condition of pregnancy. The notification shall include the employee's plans of continuing employment or taking leave of absence not to exceed one hundred twenty (120) calendar days.

C. After the completion of the one hundred twenty (120) calendar day leave, an employee may request an additional sixty (60) calendar days leave of absence without pay or medical benefits.

D. Notification of pregnancy from her physician shall be included, giving the state of condition of the pregnancy, the anticipated delivery date and her ability to continue her normal duties. She shall give to her department head a certificate from her physician monthly certifying her ability to continue work.

E. All requests for maternity leave must be approved by the Town Mayor.

F. The bargaining unit member's position or another available position of equal compensation shall be made available to her within thirty (30) days after written notification to the Town Mayor of her intent to return to employment.

ARTICLE 19 - MILITARY LEAVE

A. All full-time employees covered by this Agreement, who are members of the United States Military Reserves or State National Guard and are required to engage in annual active duty for training, shall be granted a leave of absence in accordance with applicable state laws.

B. If the military pay received by the employee is less than the regular Town pay received by the employee for the period of military leave, the Town hereby agrees to pay the difference between the regular Town salary and the military pay.

C. In order for an employee to be eligible for military leave he must:

1. Submit a request for such leave on the regular leave forms provided by the Town no later than two weeks prior to the effective date of such leave.
2. Attached to the request for leave shall be a statement provided by the military indicating what the employee's pay for the period of military service will be.

D. Taking of military leave shall not reduce any other type of leave earned by employees.

ARTICLE 20 - CONVENTION LEAVES

A. An employee of the Town who is a duly authorized delegate of the Local Union may apply for a leave of absence to attend the International Convention, Council 73 Conventions, conferences and educational classes.

B. Said leave of absence shall not exceed four (4) days for said employee in any calendar year.

C. The employee receiving leave of absence to attend Union conferences as above described shall be entitled to be paid his or her wages during said leave except that he or she shall not be paid for more than 4 days per year.

D. The Town shall approve the application of leave of absence submitted by the duly authorized delegate, so long as the efficient operation of Town permits.

ARTICLE 21 - LEAVE OF ABSENCE WITHOUT PAY

A. A permanent employee may, upon request, be granted a leave of absence without pay for a period of up to six months for personal illness as defined in ARTICLE 14 or other reasons.

B. Employees returning from authorized leaves of absence as set forth above will be restored to their original classification and salary which they were earning at the time leave was granted or another available position, at the discretion of the Town.

C. Said employees will suffer no loss of seniority or other employee rights, privileges or benefits provided, however, that sick leave, vacation leave and longevity credits shall not accrue excepting for those on military leave.

ARTICLE 22 - OCCUPATIONAL INJURY

A. An employee who is disabled by an injury incurred in the direct performance of his duty or any reasons as a direct result of or arising out of his employment and who qualifies for workmen's compensation benefits shall receive leave with pay which shall not be charged against accumulated sick leave. All other provisions regarding absence on account of sickness or disability shall apply.

B. Any employee who suffers a work-connected injury or disability, the Town shall continue the employee at full pay for a period of six (6) months. During this period of time, all workmen's compensation benefits shall be paid directly over to the Town.

C. Nothing herein contained shall be considered to be in derogation of or restrictive of any statute now in effect limiting the period during which municipal employees may be compensated for leave on account of disability or of illness (such as N.J.R.S. 40:11-8 and 40:11-9), by these provisions are to be construed and administered in conjunction therewith.

ARTICLE 23- LABOR-MANAGEMENT COMMITTEE

A. The Town and the Union, having recognized that cooperation between management and labor is indispensable to the accomplishment of sound and harmonious labor relations shall jointly maintain and support a labor-management committee.

B. The labor-management committee shall consider and recommend to the administration changes in the working conditions. The committee shall not consider items being grieved.

C. The labor-management committee shall consist of two designated Town officials, three Union representatives, and a Union officer. The Town and the Union shall provide for each other a list of names of the people who will be serving on this committee and their alternates. The Union representatives shall be an officer and three representatives from each of these departments - one from maintenance service, one from police civilians and one from the office of personnel. The committee shall meet at the request of any parties involved at times mutually agreeable to all parties.

ARTICLE 24 - UNION REPRESENTATIVES

- A. The Town recognizes and shall deal with the accredited Union steward or Union president or his/her designee in all matters relating to grievances and interpretation of this Agreement.
- B. A written list of the Union officials and stewards shall be furnished to the Town immediately after their designation and the Union shall notify the Town promptly of any changes of such Union stewards or officials.
- C. The Town agrees to recognize a maximum of three (3) shop stewards selected by the Union and three alternates. The three shop stewards and their alternates will come from the following departments: one steward and one alternate from maintenance service; one steward and one alternate from police civilians and one steward and one alternate from the municipal building office personnel. The Union president shall be granted a reasonable amount of time during regular working hours without loss of pay, to present, discuss and adjust grievances with the Town.
- D. Neither a steward nor a Union officer shall leave their work without first obtaining the permission of their division head, which permission shall not be unreasonably withheld.

ARTICLE 25- CALLBACK PAY

- A. Any full-time employee who is called back to work after completing the regular shift and has left their place of work shall be guaranteed a minimum of two (2) hours pay at time and one-half rate, provided, however that such hours do not over-lap into employee's regular working hours.
- B. An employee shall be permitted to leave the work place provided that the supervisor confirms that no other task could be performed, but said employee shall remain on-call for the remainder of those two (2) hours at no other additional cost to the Town.
- C. When an employee is required to work in excess of four (4) hours past the normal work day, the employee shall be entitled to a one-half (1/2) hour dinner period at no loss of pay.

ARTICLE 26 - ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS

- A. An employee shall within five (5) working days of a written request to the Business Administrator, have an opportunity to review his/her personnel folder during normal office hours in the presence of an appropriate official of the Business Administrator's office to examine any criticism, commendation or any evaluation of his/her work performance of conduct prepared by the Town during the term of this Agreement. He/she shall be allowed to place in such file a response of equal length to anything contained thereon.

Martin Luther King Day
 Lincoln's Birthday
 Washington's Birthday
 Good Friday
 Easter
 Memorial Day
 Independence Day
 Labor Day
 Columbus Day
 General Election Day

 Veteran's Day
 Thanksgiving Day
 Christmas Day

Third Monday in January
 February 12
 Third Monday in February
 Friday before Easter Sunday
 Monday after Easter Sunday
 Last Monday in May
 July 4
 First Monday in September
 Second Monday in October
 First Tuesday after the first
 Monday in November
 November 11
 Fourth Thursday in November
 December 25

- B. When a holiday falls on a Saturday the proceeding Friday shall be observed as the holiday or on a Sunday, the following Monday shall be observed as the holiday.
- C. Part-time permanent employees shall be entitled to holidays as set forth in this article except that each day shall be pro-rated in accordance with the number of hours the employee works during his or her normal work week.
- D. It is understood and agreed that any day designated by the Town Council, Governor, or President as a special holiday for all Town employees, in addition to those provided in the first paragraph above, shall be given to employees covered by this Agreement.
- E. Employees in a continuous service department whose regular day off falls on a holiday will be paid an additional eight (8) hours pay in addition to their regular pay.
- F. Employees in a continuous service department, the holiday period is a twenty-four (24) hour period from 11:00 a.m. to 11:00 p.m. This provision applies only to this article.

ARTICLE 31 - VACATIONS

YEARS OF CONTINUOUS FULL-TIME EMPLOYMENT WITH THE TOWN OF PHILLIPSBURG

VACATION FOR EMPLOYEES HIRED PRIOR TO JANUARY 1, 2007

From the date of hire until the following December 31 completed	One (1) working day for each month of service
After 1 to 5 years	15 days per year
After 5 to 10 years	18 days per year
After 10 to 15 years	21 days per year
After 15 to 20 years	24 days per year

After 20 to 25 years
After 25

27 days per year
29 days per year

VACATION FOR EMPLOYEES HIRED AFTER JANUARY 1, 2007

From the date of hire until the following December 31 completed	One (1) working day for each month of service
After 1 to 5 years	12 days per year
After 5 to 10 years	15 days per year
After 10 to 15 years	18 days per year
After 15 to 20 years	21 days per year
After 20 to 25 years	24 days per year
After 25	25 days per year

A. Vacation leave cannot be taken without the prior approval of the department head on forms approved by the Town, at least 48 hours in advance. Three (3) vacation days will be permitted to be taken without notice subject to approval of the department head. Vacations of five (5) days or more must be approved at least ten (10) calendar days in advance. Approval shall not be withheld unreasonably.

B. Employee shall receive vacation as his/her seniority warrants within the year that the seniority is achieved on a pro-rated basis.

C. Vacations are credited in advance in expectation of continued employment starting in the second calendar year of employment.

D. Vacation leave may not be waived for the purpose of receiving double pay.

E. Part-time permanent employees shall be entitled to vacation as set forth in this article except that it shall be pro-rated in accordance with the number of hours the employee works during his or her normal workweek.

F. Any employee who leaves the service of the Town by reason of retirement or death or who has otherwise been separated shall be compensated for the amount of vacation leave accrued and unused at the date of their separation at their rate of pay at the time of their termination.

G. All employees shall receive one additional vacation day per year, which shall be used on the day after Thanksgiving. Employees who are required to work on that day shall be entitled to use the additional vacation day at some other time.

H. All employees shall receive one personal leave day per year. Such leave shall be requested and used on the same basis as vacation leave. The personal day may be used in case

of emergency and the 48 hour notice may only be waived in such an event. The employees supervisor or designee may ask for reason of said request. Such leave shall not be accumulated in the event it is not used.

I. All employees shall be permitted to carry over one full year vacation time into the succeeding year.

J. All employees shall be permitted to use vacation time in one-quarter increments.

ARTICLE 32 - INSURANCE

A. Effective April 1, 2011, the Town agrees to continue full family and major medical coverage through or equivalent to State Health Benefit Plan Horizon NJ Direct 15. If an employee selects to opt for a plan other than the Town-sponsored plan, the additional cost shall be the responsibility of the employee. The Town will provide AFSCME Local #2928 with a minimum of thirty (30) days written notice of any changes in insurance carriers and/or benefits.

B. The Employer shall pay the premium cost for a prescription drug insurance plan with a \$20.00 brand name and \$10.00 generic co-pay provision paid by employees.

C. The Town agrees to provide to all members covered by this agreement the same coverage as the PBA and all other employees of the Town.

D. AFSCME Local 2928 members who have a spouse or partner with existing coverage through the New Jersey State Health Plan shall be ineligible for family coverage or any other overlapping coverage from the Town of Phillipsburg. Therefore, an employee with alternate access to New Jersey State Health Plan coverage of any kind will be required to accept one of the following options:

(1) Opt-out of the Town of Phillipsburg coverage, with no right to any opt-out reimbursement, as such reimbursement is precluded by law.

(2) Convert to single coverage or, if applicable, parent / child(ren) coverage, so long as there will be no overlapping coverage with the coverage already received by the member's spouse or partner.

E. The Town will continue to keep employees enrolled in the New Jersey Disability Insurance Program.

F. Under the Consolidation Omnibus Benefits Reconciliation Act (COBRA) employees may elect to retain full insurance coverage upon termination of employment at their own expense for a period of eighteen (18) months.

G. AFSCME Local 2928 members who have access to alternate coverage from a source other than the New Jersey State Health Benefits Plan shall be entitled to reimbursement at the

conclusion of the Plan Year in the amount of 25% of premium savings or \$5,000, whichever is less, pursuant to N.J.S.A. 52:14-17.31. Should the member separate from employment before the end of any Plan Year, they will receive a pro-rated reimbursement for the period they were employed with the Town of Phillipsburg.

In order to withdraw, the employee must present letter stating desire to withdraw and copy of proof of insurance from spouse covering family.

Re-enrollment will be considered at the January 1 renewal date unless loss of coverage occurs. Any employee who re-enrolls prior to completing 12 months will not be eligible for any reimbursement.

Effective January 1, 2013, all employees shall contribute a percentage of their health care premium pursuant to NJSA 40A:10-21. Employees covered by this Agreement will be eligible for \$200.00 per calendar year for eye care. All employees (family) upon completion of their eye examination or eyeglass purchase shall submit to the Business Administrator an invoice for the cost of purchases or exam. The Town will then reimburse the employee for up to \$200.00 per calendar year.

H. If while performing the duties of their job, an employee breaks or damages including but not limited to scratches, nicks or cracks, a pair of eyeglasses, the Town will reimburse the employee for the full cost of replacing said glasses. He/she will be reimbursed upon completion and review of a Town accident form and submission of a valid invoice for same.

ARTICLE 33- LONGEVITY

A. All permanent full-time or permanent part-time salaried or hourly employees shall be paid, in addition to their base salary, longevity pay increments listed herein below:

<u>Years of Completed Service</u>	<u>Annual Increment</u>
Five (5) Years	\$ 1,750.00
Ten (10) Years	\$ 2,250.00
Fifteen (15) Years	\$ 2,750.00
Twenty (20) Years	\$ 3,250.00
Twenty-five (25) Years	\$ 3750.00

ARTICLE 34 - SALARIES

A. Effective with the first payroll in 2013, all employees covered by this Agreement shall receive a one and eighty-five one hundredths percent (1.85%) increase.

B. Effective with the first payroll in 2014, all employees covered by this Agreement shall receive a one and eighty-five one hundredths percent (1.85%) increase.

C. Effective with the first payroll in 2015, all employees covered by this Agreement shall receive a one and eighty-five one hundredths percent (1.85%) increase.

D. Bi-weekly salaries for employees covered by this Agreement shall be set forth in Contract Addendums No. 1, No. 2 and No. 3. Employees not on the top step (E) shall be eligible for a merit salary increase on their anniversary date of appointment during the contract period if they receive a satisfactory evaluation. If a merit salary increase is withheld due to unsatisfactory evaluation, the matter is subject to the grievance procedure.

E. An annual stipend of \$750.00 shall be provided to Licensed Pesticides Sprayer.

ARTICLE 35-WORKING OUT OF CLASSIFICATION

A. Any employee required by the Town to perform the work duties and accept the responsibilities of a higher class for three hours and fifty-nine minutes or less during a given workday will not receive any additional compensation for such work duties and responsibilities.

B. Employees required by the Town to perform the work duties and accept the responsibilities of a higher class for more than four (4) consecutive hours will receive the rate of pay for the class beginning with the first (1st) hour. The rate of pay shall be equal to the out of classification range worked and the step would be equal to the employees' current step.

C. Employees who are officially assigned by the Town to perform the work duties and accept the responsibilities of a higher class for which there is a current vacancy (a vacant position is one for which specific funds are appropriated in the municipal budget but for which no appointment has been made by the Town) shall receive the rate of pay for that class for the entire period of such assignment.

ARTICLE 36 - EDUCATION BENEFITS

A. No reimbursement will be given unless the employee is specifically directed by the Town, with the approval of the department head and the Mayor, to attend the course and/or training program relevant to his or her position.

B. The employee must furnish evidence of satisfactory completion (equivalent of "C" or better) or said course within thirty (30) days of its completion.

C. Reimbursement shall be based upon out-of-pocket employee tuition cost calculated using prevailing rates at a New Jersey Community College for the first two (2) years and Rutgers, the State University, for subsequent year. Tuition reimbursement will not be granted for courses for which credit is not provided.

D. After completion of individual courses, all books purchased by the Town shall be surrendered to the employee's department head and shall become the property of the Town for use by other employees taking similar courses in the future.

ARTICLE 37 - PENSION

A. Employees enrolled in the Public Employee's Retirement System of the State of New Jersey are subject to the requirements and provisions of the plan.

B. The employee's contributions to the plan are deducted from the salary paid to such employee and remitted to the State of New Jersey as required and prescribed by law.

C. The Employer's contribution for such employee is determined by and subsequently remitted to, the State of New Jersey, in accordance with the provisions of the law.

D. Employees having completed the required number of years of service and having attained the specific age, may apply for retirement as provided by the plan.

ARTICLE 38 - SAVINGS CLAUSE

A. The Town and the Union recognize and agree that all provisions of this Agreement are subject to law. In the event that any provision of the Agreement is rendered illegal or invalid under any applicable law or State or Federal regulations; such illegality or invalidity shall affect only the particular provision, which shall be deemed void and inoperative, but all other provisions of this Agreement shall continue in effect.

B. The parties agree to immediately meet and negotiate a substitute provision for the invalidated portion thereof, if possible. Nothing herein shall be construed to require either party to make any concessions.

ARTICLE 39 - FULLY BARGAINED PROVISION

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and that this Agreement represents and incorporated the complete and final understanding and settlement by the parties of all terms and conditions of employment which were or could have been the subject of negotiations.

ARTICLE 40- TRAVEL ALLOWANCE

A. Employees shall be reimbursed at the IRS reimbursement rate per mile for use of personal vehicle on Town business. Said rate shall be set forth in January of each year and shall hold for the calendar year.

B. Employees shall be reimbursed for required meals while attending out-of-town functions if approved by their immediate supervisor in advance according to the following schedule.

Breakfast: \$5.00
Lunch: \$10.00
Dinner: \$12.00

C. All employees working overtime shall be given a hot meal allowance providing that the employee has worked four (4) hours overtime. Any employee called in prior to their starting time shall be paid a breakfast allowance not to exceed \$5.00. Hot meal allowance not to exceed \$12.00 per employee per day.

ARTICLE 41 - UNIFORMS

A. An allowance will be provided for purchase of work clothes for use on duty for each full-time blue-collar employee. This allowance will be \$150.00 quarterly. This allowance shall be payable in the first pay period of each quarter. The Union agrees to the following guidelines established by the Town regarding work clothes and boots.

B. All employees shall be responsible for the proper care, cleaning, and maintenance of their work clothes at their expense.

C. If an employee terminates his employment with the Town, he shall reimburse the Town a pro-rated sum on a quarterly basis, for any clothing allowance he has received in that calendar year.

D. Blue-collar employees include the following job title:

- Building Maintenance Worker
- Laborer
- Laborer, Heavy
- Mechanic
- Mechanic's Helper
- Public Works Repairer
- Public Works Inspector
- Senior Mechanic
- Senior Public Works Repairer
- Truck Driver

E. An allowance will be provided for purchase of work clothes for use on duty for each full-time housing inspector and housing inspector/building inspector. This allowance will be \$150.00 quarterly. This allowance shall be payable in the first pay period of each quarter. The Union agrees to the following guidelines established by the Town regarding work clothes and boots.

F. An allowance will be provided for purchase of work clothes for Senior Police Records Clerk. This allowance will be \$75.00 quarterly. This allowance shall be payable in the first pay period of each quarter. The Union agrees to the following guidelines established by the Town regarding work clothes.

G. The Town will furnish for all members listed in subsection D the proper safety equipment deemed necessary for the performance of their jobs. This shall include but not be limited to safety belts, safety gloves, safety goggles, rainwear and vests.

ARTICLE 42 - FAMILY LEAVE ACT (FLA) AND FAMILY AND MEDICAL LEAVE ACT (FMLA)

The Town agrees to provide leave for its employees pursuant to the Family and Medical Leave Act of 1993 (29 U.S. Code, Section 2601 et seq.; 29 CFR 825) and Family Leave Act, ci 989 and under the promulgated rules defined in the New Jersey Statutes Annotated, Chapter 11B Section 34:118-1 to 34:11B-16 inclusive and verbatim.

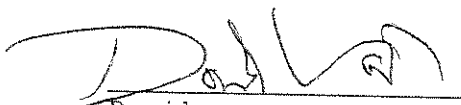
ARTICLE 43 - TERM AND RENEWAL

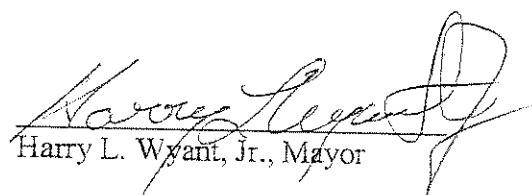
This Agreement shall be in full force and effect as of January 1, 2013, and shall remain in effect to and including December 31, 2015, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing no sooner than one hundred fifty (150) nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. In the event such written notice is given, and a new contract is not signed before the expiration date of the old contract, said contract is to continue in full force and effect until a new contract is signed.

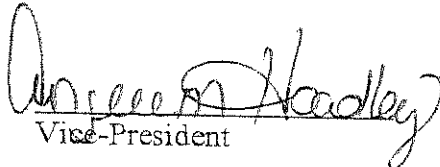
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Phillipsburg, New Jersey on this 29th day of November, 2013.

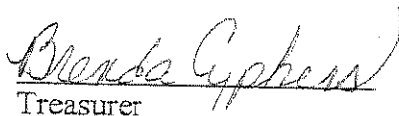
LOCAL 2928 - AMERICAN
FEDERATION OF STATE,
COUNTY & MUNICIPAL
EMPLOYEES, COUNCIL 73,
AFL-CIO

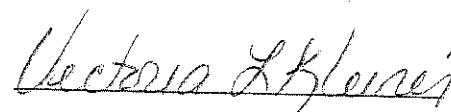
TOWN OF PHILLIPSBURG
WARREN COUNTY
NEW JERSEY


President


Harry L. Wyant, Jr., Mayor


Vice-President


Treasurer



Town Clerk

WITNESS:

Paul R. Smith

2013 Bi-Weekly

1.85%

	A	B	C	D	E
1	925.44	971.71	1,020.30	1,071.31	1,124.88
2	948.58	996.00	1,045.81	1,098.10	1,153.00
3	972.29	1,020.90	1,071.95	1,125.55	1,181.83
4	996.60	1,046.43	1,098.75	1,153.69	1,211.37
5	1,021.51	1,072.59	1,126.22	1,182.53	1,241.65
6	1,047.05	1,099.40	1,154.37	1,212.09	1,272.70
7	1,073.23	1,126.89	1,183.23	1,242.39	1,304.51
8	1,100.06	1,155.06	1,212.81	1,273.45	1,337.13
9	1,127.56	1,183.94	1,243.13	1,305.29	1,370.55
10	1,155.75	1,213.54	1,274.21	1,337.92	1,404.82
11	1,184.64	1,243.87	1,306.07	1,371.37	1,439.94
12	1,214.26	1,274.97	1,338.72	1,405.65	1,475.94
13	1,244.61	1,306.84	1,372.19	1,440.80	1,512.84
14	1,275.73	1,339.52	1,406.49	1,476.82	1,550.66
15	1,307.62	1,373.00	1,441.65	1,513.74	1,589.42
16	1,340.31	1,407.33	1,477.70	1,551.58	1,629.16
17	1,373.82	1,442.51	1,514.64	1,590.37	1,669.89
18	1,408.17	1,478.57	1,552.50	1,630.13	1,711.64
19	1,443.37	1,515.54	1,591.32	1,670.88	1,754.43
20	1,479.45	1,553.43	1,631.10	1,712.65	1,798.29
21	1,516.44	1,592.26	1,671.88	1,755.47	1,843.24
22	1,554.35	1,632.07	1,713.67	1,799.36	1,889.32
23	1,593.21	1,672.87	1,756.52	1,844.34	1,936.56
24	1,633.04	1,714.69	1,800.43	1,890.45	1,984.97
25	1,673.87	1,757.56	1,845.44	1,937.71	2,034.60
26	1,715.71	1,801.50	1,891.57	1,986.15	2,085.46
27	1,758.61	1,846.54	1,938.86	2,035.81	2,137.60
28	1,802.57	1,892.70	1,987.34	2,086.70	2,191.04
29	1,847.64	1,940.02	2,037.02	2,138.87	2,245.81
30	1,893.83	1,988.52	2,087.94	2,192.34	2,301.96
31	1,941.17	2,038.23	2,140.14	2,247.15	2,359.51
32	1,989.70	2,089.19	2,193.65	2,303.33	2,418.50
33	2,039.44	2,141.42	2,248.49	2,360.91	2,478.96
34	2,090.43	2,194.95	2,304.70	2,419.94	2,540.93

36	2,196.26	2,306.07	2,421.38	2,542.44	2,669.57
37	2,251.17	2,363.72	2,481.91	2,606.01	2,736.31
38	2,307.44	2,422.82	2,543.96	2,671.16	2,804.71
39	2,365.13	2,483.39	2,607.56	2,737.93	2,874.83
40	2,424.26	2,545.47	2,672.75	2,806.38	2,946.70
41	2,484.87	2,609.11	2,739.56	2,876.54	3,020.37
42	2,546.99	2,674.34	2,808.05	2,948.46	3,095.88
43	2,610.66	2,741.19	2,878.25	3,022.17	3,173.28
44	2,675.93	2,809.72	2,950.21	3,097.72	3,252.61
45	2,742.83	2,879.97	3,023.97	3,175.16	3,333.92
46	2,811.40	2,951.97	3,099.57	3,254.54	3,417.27
47	2,881.68	3,025.77	3,177.05	3,335.91	3,502.70
48	2,953.72	3,101.41	3,256.48	3,419.30	3,590.27
49	3,027.57	3,178.95	3,337.89	3,504.79	3,680.03
50	3,103.26	3,258.42	3,421.34	3,592.41	3,772.03
51	3,180.84	3,339.88	3,506.87	3,682.22	3,866.33
52	3,260.36	3,423.38	3,594.55	3,774.27	3,962.99
53	3,341.87	3,508.96	3,684.41	3,868.63	4,062.06
54	3,425.41	3,596.69	3,776.52	3,965.35	4,163.61
55	3,511.05	3,686.60	3,870.93	4,064.48	4,267.70
56	3,598.83	3,778.77	3,967.71	4,166.09	4,374.40
57	3,688.80	3,873.24	4,066.90	4,270.24	4,483.76
58	3,781.02	3,970.07	4,168.57	4,377.00	4,595.85
59	3,875.54	4,069.32	4,272.79	4,486.42	4,710.75
60	3,972.43	4,171.05	4,379.60	4,598.59	4,828.51

2014 Bi-Weekly

1.85%

	A	B	C	D	E
1	942.56	989.69	1,039.17	1,091.13	1,145.69
2	966.12	1,014.43	1,065.15	1,118.41	1,174.33
3	990.28	1,039.79	1,091.78	1,146.37	1,203.69
4	1,015.03	1,065.79	1,119.08	1,175.03	1,233.78
5	1,040.41	1,092.43	1,147.05	1,204.40	1,264.62
6	1,066.42	1,119.74	1,175.73	1,234.51	1,296.24
7	1,093.08	1,147.73	1,205.12	1,265.38	1,328.65
8	1,120.41	1,176.43	1,235.25	1,297.01	1,361.86
9	1,148.42	1,205.84	1,266.13	1,329.44	1,395.91
10	1,177.13	1,235.98	1,297.78	1,362.67	1,430.81
11	1,206.56	1,266.88	1,330.23	1,396.74	1,466.58
12	1,236.72	1,298.56	1,363.48	1,431.66	1,503.24
13	1,267.64	1,331.02	1,397.57	1,467.45	1,540.82
14	1,299.33	1,364.30	1,432.51	1,504.14	1,579.34
15	1,331.81	1,398.40	1,468.32	1,541.74	1,618.83
16	1,365.11	1,433.36	1,505.03	1,580.28	1,659.30
17	1,399.24	1,469.20	1,542.66	1,619.79	1,700.78
18	1,434.22	1,505.93	1,581.22	1,660.28	1,743.30
19	1,470.07	1,543.58	1,620.75	1,701.79	1,786.88
20	1,506.82	1,582.16	1,661.27	1,744.34	1,831.55
21	1,544.49	1,621.72	1,702.80	1,787.95	1,877.34
22	1,583.11	1,662.26	1,745.38	1,832.64	1,924.28
23	1,622.68	1,703.82	1,789.01	1,878.46	1,972.38
24	1,663.25	1,746.41	1,833.73	1,925.42	2,021.69
25	1,704.83	1,790.07	1,879.58	1,973.56	2,072.23
26	1,747.45	1,834.83	1,926.57	2,022.90	2,124.04
27	1,791.14	1,880.70	1,974.73	2,073.47	2,177.14
28	1,835.92	1,927.71	2,024.10	2,125.31	2,231.57
29	1,881.82	1,975.91	2,074.70	2,178.44	2,287.36
30	1,928.86	2,025.30	2,126.57	2,232.90	2,344.54
31	1,977.08	2,075.94	2,179.73	2,288.72	2,403.16
32	2,026.51	2,127.84	2,234.23	2,345.94	2,463.24
33	2,077.17	2,181.03	2,290.08	2,404.59	2,524.82
34	2,129.10	2,235.56	2,347.34	2,464.70	2,587.94

35	2,182.33	2,291.45	2,406.02	2,526.32	2,652.64
36	2,236.89	2,348.73	2,466.17	2,589.48	2,718.95
37	2,292.81	2,407.45	2,527.82	2,654.21	2,786.93
38	2,350.13	2,467.64	2,591.02	2,720.57	2,856.60
39	2,408.88	2,529.33	2,655.79	2,788.58	2,928.01
40	2,469.11	2,592.56	2,722.19	2,858.30	3,001.21
41	2,530.83	2,657.38	2,790.24	2,929.76	3,076.24
42	2,594.10	2,723.81	2,860.00	3,003.00	3,153.15
43	2,658.96	2,791.91	2,931.50	3,078.08	3,231.98
44	2,725.43	2,861.70	3,004.79	3,155.03	3,312.78
45	2,793.57	2,933.25	3,079.91	3,233.90	3,395.60
46	2,863.41	3,006.58	3,156.91	3,314.75	3,480.49
47	2,934.99	3,081.74	3,235.83	3,397.62	3,567.50
48	3,008.37	3,158.78	3,316.72	3,482.56	3,656.69
49	3,083.58	3,237.75	3,399.64	3,569.62	3,748.10
50	3,160.66	3,318.70	3,484.63	3,658.86	3,841.81
51	3,239.68	3,401.67	3,571.75	3,750.34	3,937.85
52	3,320.67	3,486.71	3,661.04	3,844.09	4,036.30
53	3,403.69	3,573.87	3,752.57	3,940.20	4,137.21
54	3,488.78	3,663.22	3,846.38	4,038.70	4,240.64
55	3,576.00	3,754.80	3,942.54	4,139.67	4,346.65
56	3,665.40	3,848.67	4,041.11	4,243.16	4,455.32
57	3,757.04	3,944.89	4,142.13	4,349.24	4,566.70
58	3,850.96	4,043.51	4,245.69	4,457.97	4,680.87
59	3,947.24	4,144.60	4,351.83	4,569.42	4,797.89
60	4,045.92	4,248.21	4,460.62	4,683.66	4,917.84

2015 Bi-Weekly

1.85%

	A	B	C	D	E
1	960.00	1,008.00	1,058.40	1,111.32	1,166.89
2	984.00	1,033.20	1,084.86	1,139.10	1,196.06
3	1,008.60	1,059.03	1,111.98	1,167.58	1,225.96
4	1,033.82	1,085.51	1,139.78	1,196.77	1,256.61
5	1,059.66	1,112.64	1,168.28	1,226.69	1,288.02
6	1,086.15	1,140.46	1,197.48	1,257.36	1,320.22
7	1,113.31	1,168.97	1,227.42	1,288.79	1,353.23
8	1,141.14	1,198.20	1,258.11	1,321.01	1,387.06
9	1,169.67	1,228.15	1,289.56	1,354.04	1,421.74
10	1,198.91	1,258.85	1,321.80	1,387.89	1,457.28
11	1,228.88	1,290.33	1,354.84	1,422.58	1,493.71
12	1,259.60	1,322.58	1,388.71	1,458.15	1,531.06
13	1,291.09	1,355.65	1,423.43	1,494.60	1,569.33
14	1,323.37	1,389.54	1,459.02	1,531.97	1,608.57
15	1,356.45	1,424.28	1,495.49	1,570.27	1,648.78
16	1,390.37	1,459.88	1,532.88	1,609.52	1,690.00
17	1,425.13	1,496.38	1,571.20	1,649.76	1,732.25
18	1,460.75	1,533.79	1,610.48	1,691.00	1,775.56
19	1,497.27	1,572.14	1,650.74	1,733.28	1,819.94
20	1,534.70	1,611.44	1,692.01	1,776.61	1,865.44
21	1,573.07	1,651.73	1,734.31	1,821.03	1,912.08
22	1,612.40	1,693.02	1,777.67	1,866.55	1,959.88
23	1,652.71	1,735.34	1,822.11	1,913.22	2,008.88
24	1,694.03	1,778.73	1,867.66	1,961.05	2,059.10
25	1,736.38	1,823.20	1,914.36	2,010.07	2,110.58
26	1,779.79	1,868.78	1,962.21	2,060.33	2,163.34
27	1,824.28	1,915.50	2,011.27	2,111.83	2,217.42
28	1,869.89	1,963.38	2,061.55	2,164.63	2,272.86
29	1,916.64	2,012.47	2,113.09	2,218.74	2,329.68
30	1,964.55	2,062.78	2,165.92	2,274.21	2,387.92
31	2,013.66	2,114.35	2,220.07	2,331.07	2,447.62
32	2,064.01	2,167.21	2,275.57	2,389.35	2,508.81
33	2,115.61	2,221.39	2,332.46	2,449.08	2,571.53
34	2,168.50	2,276.92	2,390.77	2,510.31	2,635.82

36	2,278.28	2,392.19	2,511.80	2,637.39	2,769.26
37	2,335.23	2,452.00	2,574.60	2,703.33	2,838.49
38	2,393.61	2,513.30	2,638.96	2,770.91	2,909.45
39	2,453.46	2,576.13	2,704.93	2,840.18	2,982.19
40	2,514.79	2,640.53	2,772.56	2,911.19	3,056.74
41	2,577.66	2,706.54	2,841.87	2,983.97	3,133.16
42	2,642.10	2,774.21	2,912.92	3,058.56	3,211.49
43	2,708.16	2,843.56	2,985.74	3,135.03	3,291.78
44	2,775.86	2,914.65	3,060.38	3,213.40	3,374.07
45	2,845.26	2,987.52	3,136.89	3,293.74	3,458.43
46	2,916.39	3,062.21	3,215.32	3,376.08	3,544.89
47	2,989.30	3,138.76	3,295.70	3,460.48	3,633.51
48	3,064.03	3,217.23	3,378.09	3,547.00	3,724.35
49	3,140.63	3,297.66	3,462.54	3,635.67	3,817.46
50	3,219.15	3,380.10	3,549.11	3,726.56	3,912.89
51	3,299.62	3,464.61	3,637.84	3,819.73	4,010.71
52	3,382.11	3,551.22	3,728.78	3,915.22	4,110.98
53	3,466.67	3,640.00	3,822.00	4,013.10	4,213.76
54	3,553.33	3,731.00	3,917.55	4,113.43	4,319.10
55	3,642.17	3,824.28	4,015.49	4,216.26	4,427.08
56	3,733.22	3,919.88	4,115.88	4,321.67	4,537.75
57	3,826.55	4,017.88	4,218.77	4,429.71	4,651.20
58	3,922.22	4,118.33	4,324.24	4,540.46	4,767.48
59	4,020.27	4,221.29	4,432.35	4,653.97	4,886.67
60	4,120.78	4,326.82	4,543.16	4,770.32	5,008.83