

**AGREEMENT**  
**BETWEEN**  
**TOWN OF PHILLIPSBURG**  
**WARREN COUNTY, NEW JERSEY**  
**AND**  
**POLICEMEN'S BENEVOLENT ASSOCIATION**  
**PHILLIPSBURG LOCAL NO. 56**  
**PATROLMEN**  
**JANUARY 1, 2016 – DECEMBER 31, 2020**

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PREAMBLE

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, with an effective date of January 1, 2016 by and between the **TOWN OF PHILLIPSIJRG**, 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 civilian 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.

**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.

### 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 eighteen (18) 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 eighteen (18) 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 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 <sup>th</sup> year of service	Seventeen (17) working days
6 <sup>th</sup> through 10 <sup>th</sup> year of service	Twenty (20) working days
11 <sup>th</sup> through 19 <sup>th</sup> year of service	Twenty-three (23) working days
20 <sup>th</sup> through 24 <sup>th</sup> year of service	Twenty-five (25) working days
25 years of service or more	Thirty (30) 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 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 five (5) days written notice to the Chief of Police.

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. Two 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 days.

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 (1½) 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 (1½) 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 a day for day 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 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 15<sup>th</sup> 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 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, sisters, or in-laws.

B. All 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, , brother in-law, sister in-law, or any relative living in the employee's household.

C. All 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, , 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. Seniority shall continue to accrue in the same manner as if the employee was not on leave.

C.

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 seven hundred and fifty dollars (\$750.00), 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.

D. Off duty police officers performing work pursuant to Chapter 105, Article IV shall be compensated at an hourly rate which shall be the top step of pay. The Town agrees to amend Chapter 105-17 to reflect this change.

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 engaged 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.

## 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 Parties agree that should the Town desire to change insurance carriers during the life of this Contract, that the Parties will negotiate such a proposal in good faith. 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 \$300.00 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.

ARTICLE XX

SALARIES

A. Effective January 1, 2016, salaries for employees covered by this Agreement shall be as follows:

Classification	Years of Service	Salary
Trainee	0-1 years of service	\$ 59,617.15
Class F	1-2 years of service	\$ 63,180.73
Class E	2-3 years of service	\$ 66,745.86
Class D	3-4 years of service	\$ 70,310.99
Class C	4-5 years of service	\$ 75,087.37
Class B	5-6 years of service	\$ 82,704.88
Class A	6+ years of service	\$ 90,505.66

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

B. Effective January 1, 2017, salaries for employees covered by this Agreement shall be as follows:

Classification	Years of Service	Salary
Trainee	0-1 years of service	\$ 60,720.07
Class F	1-2 years of service	\$ 64,349.57
Class E	2-3 years of service	\$ 67,980.66
Class D	3-4 years of service	\$ 71,611.74
Class C	4-5 years of service	\$ 76,476.49
Class B	5-6 years of service	\$ 84,234.92
Class A	6+ years of service	\$ 92,180.01

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

C. Effective January 1, 2018, salaries for employees covered by this Agreement shall be as follows:

Classification	Years of Service	Salary
Trainee	0-1 years of service	\$ 61,843.39
Class F	1-2 years of service	\$ 65,540.04
Class E	2-3 years of service	\$ 69,238.30
Class D	3-4 years of service	\$ 72,936.56

Class C	4-5 years of service	\$ 77,891.31
Class B	5-6 years of service	\$ 85,793.27
Class A	6+ years of service	\$ 93,885.34

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

D. Effective January 1, 2019, salaries for employees covered by this Agreement shall be as follows:

Classification	Years of Service	Salary
Trainee	0-1 years of service	\$ 63,080.26
Class F	1-2 years of service	\$ 66,850.84
Class E	2-3 years of service	\$ 70,623.07
Class D	3-4 years of service	\$ 74,395.29
Class C	4-5 years of service	\$ 79,449.14
Class B	5-6 years of service	\$ 87,509.14
Class A	6+ years of service	\$ 95,763.05

E. Effective January 1, 2020, salaries for employees covered by this Agreement shall be as follows:

Classification	Years of Service	Salary
Trainee	0-1 years of service	\$ 64,341.87
Class F	1-2 years of service	\$ 68,187.86
Class E	2-3 years of service	\$ 72,035.53
Class D	3-4 years of service	\$ 75,883.20
Class C	4-5 years of service	\$ 81,038.12
Class B	5-6 years of service	\$ 89,259.32
Class A	6+ years of service	\$ 97,678.31

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

F. Those officers assigned to the Detective Bureau, Criminal Investigation Bureau or Special Operations shall receive an annual stipend of three thousand dollars (\$3,000.00), which shall be included in their base rate. K-9 officers shall receive an annual stipend of five thousand dollars (\$5,000.00), which shall be included in their base pay. There shall be no "double

dipping” by employees. For example, employees receiving a Special Operations stipend shall not be entitled to receive a Detective stipend. 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:

<b>Years of Completed Service</b>	<b>Annual Increment</b>
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 a 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	\$ 10.00
Lunch	\$15.00
Dinner	\$25.00

## 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 Mayor, who shall render a 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 Mayor, 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 Mayor. 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 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, 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.

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:

(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.

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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.

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 9<sup>th</sup> day of Sept, 2018.

WITNESS:

POLICEMEN'S BENEVOLENT ASSOC.  
PHILLIPSBURG LOCAL NO. 56

By: \_\_\_\_\_

By: [Signature]

By: [Signature]

WITNESS:

TOWN OF PHILLIPSBURG  
COUNTY OF WARREN, NEW JERSEY

By: Victor K. Kleiner

By: STEPHEN R. ELLIS

August 13, 2018  
Stephen R. Ellis, Mayor

By: \_\_\_\_\_