

**AGREEMENT**

**BETWEEN**

**TOWN OF PHILLIPSBURG  
WARREN COUNTY, NEW JERSEY**

**AND**

**POLICEMEN'S BENEVOLENT ASSOCIATION  
PHILLIPSBURG LOCAL NO. 56 SUPERIOR  
OFFICERS ASSOCIATION**

**JANUARY 1, 2008 - DECEMBER 31, 2011**

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## PREAMBLE

THIS AGREEMENT entered into this 21<sup>st</sup> day of August 2008, 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: 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 eight (8) hours in a twenty-four (24) hour period from 11:00 PM to 11 PM or forty (40) hours worked in the normal work week.

P.B.A.: New Jersey State Policemen's Benevolent Association, Phillipsburg

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.

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 such representatives 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 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.

## 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 lay offs 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 <sup>th</sup> through 10 <sup>th</sup> years of service	19 working days
11 <sup>th</sup> through 19 <sup>th</sup> years of service	22 working days
20 <sup>th</sup> through 24 <sup>th</sup> 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 accumulate 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 15<sup>th</sup> up to and include September 15<sup>th</sup>, 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 of 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.

G. 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.

## ARTICLE VIII

### HOLIDAYS

A. Employees shall receive the following paid holidays:

New Years 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 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. Each employee shall be entitled to fifteen (15) days sick leave per year earned at the rate of one and one-quarter (1-1/4) 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 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 (\$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, 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 is mandated in order to receive the benefit.

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 (\$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	

**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 1/2) 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.

The Town agrees to provide full family medical coverage and major medical equivalent to the insurance currently written by Horizon Blue Cross Blue Shield of New Jersey's Traditional 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.

2. Effective January 1, 2009, the Town and PBA has agreed to implement a Direct Access Plan written by Horizon Blue Cross Blue Shield of New Jersey. Any disputes which cannot be resolved between the parties with respect to 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. Eligible employees may elect to waive medical and prescription coverage for themselves and/or eligible dependent(s) as defined by the Town's insurance carrier provided proof of coverage through another source can be demonstrated. Employees who are eligible for this option for themselves and/or dependents and who elect to waive said coverage shall receive payments in lieu of insurance. Any eligible employee waiving dependent coverage shall be paid \$1,000 annually for opting to convert to single coverage.

Any employee wishing to opt out of medical and/or dental coverage provided by the Town may do so every February 1<sup>st</sup> to be effective March 1<sup>st</sup>. After a 12 month period (March 1<sup>st</sup> to February 29<sup>th</sup>) the employee would be eligible for a reimbursement of 50% of the previous year's premium cost for said employee. This reimbursement will be paid on or before March 15<sup>th</sup>. 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 covering family.

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

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.

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 copays every time a prescription is renewed directly through the pharmacist.

C. The Town will provide a dental plan for employee, spouse, and/or dependent children.

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 January 1, 2008, salaries for employees covered by this

Agreement shall be as follows:

<u>Classification</u>	<u>Salary</u>
Sergeant	\$ 82,386.32
Lieutenant	\$ 87,642.82
Captain	\$ 94,476.88

2. Effective January 1, 2009, salaries for employees covered by this

Agreement shall be as follows:

<u>Classification</u>	<u>Salary</u>
Sergeant	\$ 86,176.09
Lieutenant	\$ 91,674.43
Captain	\$ 98,822.82

3. Effective January 1, 2010, salaries for employees covered by this  
Agreement shall be as follows:

<u>Classification</u>	<u>Salary</u>
Sergeant	\$ 90,226.37
Lieutenant	\$ 95,983.13
Captain	\$103,467.50



4. Effective January 1, 2011, salaries for employees covered by this Agreement shall be as follows:

<u>Classification</u>	<u>Salary</u>
Sergeant	\$ 94,467.01
Lieutenant	\$100,494.34
Captain	\$108,330.48

B. Those officers assigned to the Detective Bureau shall receive an annual stipend of one thousand (\$1,000.00) 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 shall be paid, in addition to their base salary, longevity pay increments listed herein below:

<b><u>Years of Completed Service</u></b>	<b><u>Annual Increment</u></b>
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

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 party may refer the matter with 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 Department of Personnel 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 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;

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 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 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 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 Sunday.

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.

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 spend 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**

**FULL Y 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 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 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  
TERMS AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2008 and shall remain in effect to and including December 31, 2011 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 21<sup>st</sup> day of August, 2008.

SUPERIOR OFFICERS ASSOCIATION  
PHILLIPSBURG POLICE DEPARTMENT

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

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

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

WITNESS:

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

TOWN OF PHILLIPSBURG  
COUNTY OF WARREN, NJ

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

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

ATTEST:

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