

**AGREEMENT**

**Between**

**TOWN OF PHILLIPSBURG**

**WARREN COUNTY, NEW JERSEY**

**And**

**LOCAL 2928**

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES COUNCIL 73**

**JANUARY 1, 2022 THROUGH  
DECEMBER 31, 2026**

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**PREAMBLE**

The Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, but effective as of January 1, 2022, 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. As used herein, each gender shall include all genders, and the singular shall include the plural and the plural the singular as the context shall require.

**ARTICLE I - RECOGNITION**

A. The Town hereby recognizes the Union as the exclusive representative for collective negotiations with respect to rates of pay, wages, hours of work and other conditions of employment for all employees represented by the Union.

B. Included in the negotiating unit shall be all eligible full-time and permanent part-time employees for the Town. However, it is agreed that all employees such as Police Officers, Heads of Departments and Agencies, Members of Boards and Commissions, Managerial Executives and all Supervisors having the power to hire, discharge, discipline, evaluate, promote or effectively recommend same and confidential employees are excluded from the unit. Also, excluded from the provisions of this Agreement are probationary employees and those employees on a temporary 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 are made to 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 4:00 p.m. shift. For example, shifts for the Office of the Tax Collector shall be 8:00 a.m. to 4:00 p.m. Municipal Court hours shall be 8:00 a.m. to 4:00 p.m. 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 hour 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 thirty (30) minutes 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 (1½) 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 (1½) for all hours worked on such holiday in addition to receiving holiday pay. Any person working in a 24-hour period



between 12:00 a.m. to 12:00 a.m. 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 N.J.A.C. 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 N.J.A.C. 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 make 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 by the employee, critically ill and requiring the presence of such employee, or death in the immediate family. Members of the immediate family are interpreted as meaning parents, spouse, domestic partner or civil union partner, 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 be eligible for sick leave in accordance with Town resolution 2020-196. 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 be entitled to annual paid sick leave. New employees shall only receive one working day for the initial month of employment if they begin work on the 1<sup>st</sup> through the 8<sup>th</sup> day of the calendar month, and one-half (½) working day if they begin on the 9<sup>th</sup> through the 23<sup>rd</sup> day of the month. After the initial month of employment and up to the end of

the first calendar year, employees shall be credited with one working day for each month of service. Thereafter, at the beginning of each calendar year, in anticipation of continued employment, employees shall be credited with 15 working days. Part-Time permanent employees shall be entitled to a proportionate amount of paid sick leave. Employees hired prior to P.L. 2010, c.3. shall, at their option, be paid for fifty percent (50%) of their unused sick leave no later than February 15<sup>th</sup> of the succeeding year. The remaining fifty percent (50%) of their unused sick days shall accumulate from year to year without limitation. Employees hired after the enactment of P.L. 2010, c.3 shall not be entitled to any sick leave buy back.

- 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.
- K. After ten sick occurrences in a calendar year, members must provide a doctor's note for every sick day thereafter.

#### **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.

B. The Town shall not pay supplemental compensation to any officer or employee, hired after the enactment of P.L.2010, c.3, for accumulated unused sick leave in an amount in excess

of \$15,000 and shall be payable only at the time of retirement from a state or locally administered retirement system based on the leave credited on the date of retirement.

#### 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, domestic partner or civil union partner, child (biological, adopted, foster child, stepchild 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. Regardless of the time of the call-back, 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 (1½) rate.
- 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 (½) 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 therein.

#### **ARTICLE 27 - RULES AND REGULATIONS**

- A. The Town has heretofore established reasonable and necessary work rules and regulations for the conduct of employees in accordance with N.J.S.A. 34:13A-5.3. Such rules shall be applied and enforced in a uniform manner. Copies of rules and regulations shall be posted for the information of all employees covered by this Agreement and sent to the Union upon request.
- B. The Town agrees that application of existing rules and regulations are subject to the grievance procedure and that proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Union.

#### **ARTICLE 28 - BULLETIN BOARDS**

- A. The Town agrees to make space available on existing bulletin boards for posting Union notices and announcements.
- B. The Union agrees that it will not post anything of a political nature, anything of a derogatory nature to the Town, anything detrimental to the public service, or anything that would incite or provoke job action.

## ARTICLE 29 - DISCIPLINE AND DISCHARGE

- A. An employee may be disciplined, suspended, or discharged only for just cause.
- B. Any official reprimand, written warnings, or suspension of five (5) days or less may be appealed through the grievance procedure.

Where the Town proposes to impose a suspension of more than five (5) days or to terminate an employee, the employee must first be served with a written notice of the charges or specifications against the Town.

At any disciplinary hearing held pursuant to this article, the employee is entitled to be represented by a Union steward, Union officer, and an AFSCME Council representative.

No one may serve as hearing officer if that person has initiated the disciplinary action. The hearing officer shall be appointed solely at the discretion of the Town.

## ARTICLE 30 - HOLIDAYS

- A. The following days are designated as paid holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Lincoln's Birthday	Second Monday in February
Washington's Birthday	Third Monday in February
Good Friday	Friday before Easter Sunday
Easter	Monday after Easter Sunday
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
General Election Day	First Tuesday after the first Monday in November
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Day	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. 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.

E. 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	27 days per year
After 25 years	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	14 days per year
After 5 to 10 years	17 days per year
After 10 to 15 years	20 days per year
After 15 to 20 years	23 days per year
After 20 to 25 years	26 days per year
After 25 years	27 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. 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 three personal leave days per year. Such leave shall be requested and used on the same basis as vacation leave. These personal days may be used in case of emergency and the 48-hour notice may only be waived in such an event. The employee's supervisor or designee may ask for reason of said request. If no personal days are used in a calendar year, employee shall be paid out one personal day which shall be calculated by the employee's current hourly rate multiplied by eight (8). Personal leave days may be taken in one-quarter ( $\frac{1}{4}$ ) day increments.
- H. All employees shall be permitted to carry over one full year vacation time into the succeeding year.
- I. All employees shall be permitted to use vacation time in one-half ( $\frac{1}{2}$ ) day 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 a letter stating their desire to withdraw and copy of proof of insurance from spouse or partner 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 N.J.S.A. 40A:10-21. Employees covered by this Agreement will be eligible for \$400.00 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 ~~\$300.00~~ per calendar year.

~~CE~~ <sup>4/20</sup> All employees shall contribute to their Dental care premium in the following amounts: \$2.00 per pay period for single coverage and \$4.00 per pay period for employee plus one or more dependent.

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

B. Employees hired after the ratification of this Agreement will not be eligible for longevity. Date of ratification is April 7 2022.

**ARTICLE 34 - SALARIES**

A. Effective with the first payroll in 2022, all employees covered by this Agreement shall receive a two and one-quarter percent (2.25%) increase.

B. Effective with the first payroll in 2023, all employees covered by this Agreement shall receive a two and one-half percent (2.50%) increase.

C. Effective with the first payroll in 2024, all employees covered by this Agreement shall receive a two and three-quarter percent (2.75%) increase.

D. Effective with the first payroll in 2025, all employees covered by this Agreement shall receive a three percent (3.00%) increase.

E. Effective with the first payroll in 2026, all employees covered by this Agreement shall receive a three percent (3.00%) increase.

F. 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.

G. An annual stipend of \$1,500.00 shall be provided to Licensed Pesticides Sprayer.

- H. An annual stipend of \$3,000.00 shall be provided to the Recycling Coordinator.
- I. Mechanics shall be paid an annual stipend of \$2,000.00. Mechanics Helper shall be paid an annual stipend of \$1000.00.
- J. Police Matron shall be paid an annual stipend of \$2,000.00.

#### **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 (1<sup>st</sup>) 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) of 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(s). 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 incorporates 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 \$175.00 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 \$175.00 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 \$100.00 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 Statues Annotated, Chapter 11B Section 34:118-1 to 34:11B-16 inclusive and verbatim.

#### **ARTICLE 43 - COMPENSATORY TIME – (Does not include snow emergencies)**

Non-Exempt employees will receive overtime compensation for hours worked in excess of forty in a weekly period. Employees may choose compensation in the form of overtime pay at their regular hourly salary or compensating time off. The maximum number of hours that an employee may accrue for future compensating time off is 5 days (forty hours). Once this maximum has been accumulated, all additional hours will be compensated by overtime pay. Accrued and taken overtime compensating hours must be noted on the employee's time sheet. Employees with excess of forty hours of compensatory time accrued at the beginning of this contract will not lose time but will not be able to accrue anymore compensatory time until balance falls below forty hours.

Employees must make a request to their supervisor at least two days in advance when they want to take compensating time off. The supervisor will approve the request if the absence does not cause undue hardship to the department.

All accrued compensatory time as of the effective date of this policy shall remain in the employees accrued bank. If the number of hours accrued is more than forty hours (5 days), employee shall be paid overtime until such accrual falls below forty hours (5 days). Employees, at their option, may be paid for their unused compensatory time no later than the first pay period in December of the year they are requesting. Request shall be submitted to the Business Administrator no later than November 15<sup>th</sup>.

#### ARTICLE 44 -TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2022, and shall remain in effect to and including December 31, 2026, 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 7th day of April, 2022.

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

TOWN OF PHILLIPSBURG  
WARREN COUNTY  
NEW JERSEY

[Signature] 4-7-2022  
President Date

[Signature] 4/7/2022  
Todd M. Tersigni, Mayor Date

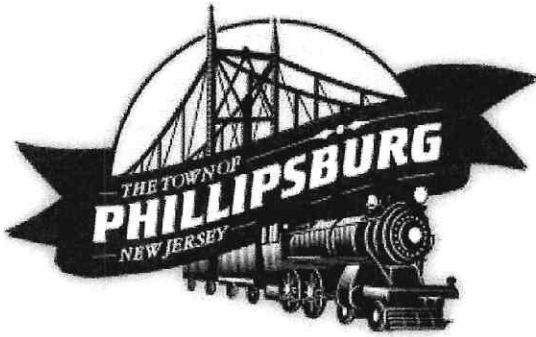
[Signature] 4-7-2022  
Vice-President Date

[Signature] 4.7.22  
Treasurer Date

[Signature] 04.07.22  
Lorraine Loudenberg, Date  
Acting Municipal Clerk

WITNESS:





Rob Bengivenga  
Business Administrator  
120 Filmore Street  
Phone: 908-454-5500  
Fax: 908-454-6511  
Email: busadmin@phillipsburgnj.org  
Town Website: www.phillipsburgnj.org

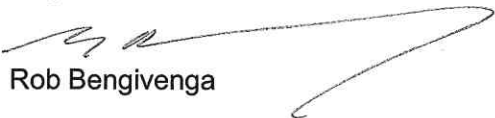
To: Bob Merlo – Chief Financial Officer  
From: Rob Bengivenga, Business Administrator  
Date: July 20<sup>th</sup> 2022  
Re: Holiday pay for probationary employees

Bob,

We discussed whether probationary employees are entitled to Holiday pay during the first 60-days of employment. After review of the contract, it is my interpretation, that full-time and Permanent Part-Time employees are entitled to Holiday pay during their 60-day probationary period.

Any questions, please let me know.

Regards,

  
Rob Bengivenga

O: 2017-13

AN ORDINANCE ESTABLISHING 2016-2019 SALARIES FOR  
AFSCME AND NON-CONTRACTUAL EMPLOYEES

THE TOWN OF PHILLIPSBURG DOES ORDAIN:

Section 1 That Section 41-6, Subdivision (A) of the Phillipsburg Ordinance Code entitled "Elements of the Plan" is hereby amended to read as follows:

41-6 COMPENSATION PLAN

A compensation plan for positions is hereby established.

(A) Elements of the Plan

The compensation plan shall consist of:

(1) A basic table of numbered pay ranges for classified positions. Each numbered pay range in the basic table consists of a minimum and maximum bi-weekly rate with intermediate pay steps at approximately five percent (5%) intervals. Said basic table follows:

**2016-2019 SALARIES**

**AFSCME & NON-CONTRACTUAL**

**See attached schedule\*\***

**CERTIFICATION**

I, Victoria L. Kleiner, Registered Municipal Clerk for the Town of Phillipsburg, do hereby certify that the foregoing is a true copy of an ordinance duly adopted by the Town Council at their June 05, 2017 meeting.

  
Victoria L. Kleiner, Registered Municipal Clerk

R- 2017-93

**A RESOLUTION OF THE TOWN OF PHILLIPSBURG COUNTY OF WARREN  
STATE OF NEW JERSEY AUTHORIZING THE EXECUTION OF A  
MEMORANDUM OF AGREEMENT BY AND BETWEEN THE TOWN OF  
PHILLIPSBURG AND THE ASSOCIATION OF FEDERAL STATE COUNTY AND  
MUNICIPAL EMPLOYEES (AFSCME) LOCAL NUMBER 73**

**WHEREAS**, the Town of Phillipsburg and AFSCME have engaged in good faith negotiations regarding a successor collective negotiations agreement (CNA); and


**WHEREAS**, the parties have reduced their understandings to a Memorandum of Agreement (MOA) in the form attached hereto; and

**WHEREAS**, it is the parties' intention to memorialize the MOA so that the CNA may be revised in accordance therewith.

**NOW THEREFORE BE IT RESOLVED** by the Town Council, Town of Phillipsburg, County of Warren, State of New Jersey that the Mayor is hereby authorized and directed to execute the MOA in the form attached hereto.

**CERTIFICATION**

I, Victoria L. Kleiner, Registered Municipal Clerk for the Town of Phillipsburg, do hereby certify that the foregoing is a true copy of a resolution duly adopted by the Town Council at their April 18, 2017 meeting.

  
Victoria L. Kleiner  
Registered Municipal Clerk

**MEMORANDUM OF AGREEMENT BY AND BETWEEN THE TOWN OF PHILLIPSBURG AND AFSCME  
COUNCIL 73 LOCAL 2928**

This Memorandum of Agreement (this "Agreement") is entered into on this \_\_\_\_ day of April, 2017 by and between the Town of Phillipsburg, (the "Town"), a municipal corporation of the State of New Jersey with a business address of 675 Corliss Avenue, Phillipsburg, New Jersey 08865 and the American Federation of County, State and Municipal Employees Council 73, the recognized bargaining unit of the blue and white collar employees of the Town (hereinafter, the "Union"), together the "Parties").

**Whereas**, the Town and the Union are parties to that certain Collective Negotiations Agreement ("CNA") dated January 1, 2013; and

**Whereas**, the CNA expired December 31, 2015 and the Parties have been involved in good faith negotiations discussing the terms and conditions of a successor agreement; and

**Whereas**, the Parties have agreed, subject to approval of the governing body, to the following terms; and

**Whereas**, the Parties agree that the following terms shall form the basis of a successor agreement and shall be fully incorporated therein, subject to the approval of the governing body.

**Now therefore, intending to be legally bound, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:**

- 1) Eye-care reimbursement shall be increased to \$300.00 per employee per annum, effective January 1, 2017.
- 2) Each employee shall be granted an additional Emergency Vacation Day, but there shall be no overall increase to the vacation days allotted to members of the Union.
- 3) Regardless of the time of the call-out for emergencies, the affected member of the Union shall be entitled to two (2) hours of pay at time and one half (1 ½) the rate of the regular pay.
- 4) The Mayor shall meet with the Municipal Court personnel to discuss changes in the work schedules of the Municipal Court personnel.
- 5) The term of the agreement shall be for a term of four (4) years, retroactive to January 1, 2016.
- 6) The wages and salaries of the members of the Union shall be increased by .0175 (1.75%) for each year of the agreement.
- 7) Article VII(B) of the Agreement shall be revised to reflect office hours of the Tax Collector of 8:00am to 4:30pm.
- 8) A stipend for recycling coordinator shall be memorialized in the agreement at \$2,000.00 per annum.

- 9) A stipend for pesticide applicator shall be memorialized in the agreement at \$750.00 per annum.
- 10) For Blue-collar employees, the Parties agree that Article X of the Agreement shall be interpreted to require the payment of double time (2x the hourly rate) for any hours worked in excess of sixteen (16) continuous hours of a regular workday, said workday interpreted as commencing at 7 a.m. on the day in question and ending at 7 a.m., twenty-four (24) hours therefrom.
- 11) In exchange for the consideration set forth in item 10 above, the Parties agree that Blue-collar employees shall waive any claim for compensatory time as set forth in Article VII(F) for call-outs for snow emergencies declared by the Mayor or the State up to sixteen (16) continuous hours for a regular workday and that for any hours worked in excess of the sixteen (16) continuous hours for a snow emergency shall be calculated in accordance with Article X as amended.