RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2019-224

Council Meeting Date: 09-23-2019 Date Adopted: 09-23-2019

TITLE: RESOLUTION APPROVING MEMORANDUM OF AGREEMENT BETWEEN THE BOROUGH OF NEW PROVIDENCE AND NEW PROVIDENCE PATROLMEN ASSOCIATIONS OF PBA LOCAL 132, FOR THE PERIOD JANUARY 1, 2019 THROUGH DECEMBER 31, 2022

Councilperson Muñoz submitted the following resolution, which was duly seconded by Councilperson DeSarno.

BE IT RESOLVED by the Mayor and Council of the Borough of New Providence, in the County of Union and State of New Jersey, that they do hereby approve the labor contract, providing for the basis of compensation and terms and conditions of employment for members of New Providence Patrolmen Association of PBA Local 132 for the period January 1, 2019 through December 31, 2022; and

BE IT FURTHER RESOLVED the Borough Administrator and Borough Clerk are hereby authorized and directed to execute same on behalf of the Borough of New Providence. Funds for the implementation of this contract are being made available through the Municipal Budget.

APPROVED, this 23rd day of September, 2019.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
CUMISKEY	X			
DESARNO	X			
GENNARO			X	
GEOFFROY	X			
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 23rd day of September, 2019.

Wendi B. Barry, Borough Clerk

MEMORANDUM OF AGREEMENT

BOROUGH OF NEW PROVIDENCE
and
PBA LOCAL 132

AGREEMENT made this 20 of September 2019 by and between the Borough of New Providence (herein the "Borough") and PBA Local 132 (herein the "PBA").

WHEREAS, the Borough and the PBA are parties to a Collective Negotiations Agreement (herein "CNA") covering the period January 1, 2015 through December 31, 2018; and

WHEREAS, through good faith negotiations, the Borough and the PBA have reached agreement on terms and conditions for a successor CNA, subject only to ratification by the PBA membership and approval by the Borough governing body, which ratification and approval the Negotiating Committees of both parties unanimously agree to recommend.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein set forth, the parties agree as follows:

1) Except as herein modified, the terms and conditions of the 2015-2018 CNA shall remain in full force and effect.

2) Term - The new CNA shall be for a period of 4 years from January 1, 2019 through December 31, 2022.

3) Article IV. Salaries

a) There shall be a two (2%) percent increase to the top step (maximum) of the salary guide set forth on Schedule A effective January 1 of each year of the new contract except that in 2022 the 2% increase shall be effective July 1, 2022

b)(1) The salary guide for all employees is attached as Schedule A.

(4) Article VI. Work Schedule, Hours of Work, Court Time and Overtime

a) Clarify - Section A3 to provide that utilization of the additional 48 hours is not limited to detective duties but may be used as directed by the Chief.

b) d) Modify - Section C2a to add that it shall not apply to the 48 hours provided for in Section A3.

c) Modify - Section D1 to provide that for officers hired on or after January 1, 2020 the accumulated compensatory time shall be limited to 220 hours. Also modify to include the following:

> Subject to Borough budgetary restrictions, officers may cash-in up to 100 hours of compensatory time (at straight time) two times per year. The first cash-in shall be paid in the last pay period in April and the second in the last pay period in October. To be eligible for the first cash-in, the officer must notify the Borough in writing by March 15 of his intent to cash-in and the number of hours. To be eligible for the second cash-in, the officer must notify the Borough by September 15 of his intent to cash-in and the number of hours.

5) Article VII. Sick Leave and Bereavement Leave

a) Modify Section A2 and A3 to provide that usage of sick leave will be in accordance with applicable law, and delete "provided such care involves an FMLA qualifying event."

b) Borough to convert policy of concurrent use of sick and FMLA to discretionary use by employee as proposed by PBA as follows: An officer shall have the option to use FMLA/FLA concurrently with sick leave and on the job injury/illness leave for an FMLA/FLA qualifying event. If the officer elects not to use such leave time concurrently with FMLA/FLA he/she shall sign a waiver as annexed hereto as Exhibit 1 and provide same to the

Borough on the third day of absence when the illness/injury otherwise becomes a qualifying event. Applicable legal requirements concerning notice of FMLA qualifying event shall be maintained.

c) Modify Section G to provide for 1 week of Bereavement Leave based upon normal work schedule in case of death of immediate family member and provide for 1 day to attend funeral services for aunt/uncle/niece/nephew.

6) Article XI. Outside Employment

Modify to add:

The rate of compensation for outside employment (escrow jobs) is set by Mayor and Council. Effective January 1, 2020 that rate shall be the overtime rate paid to patrol officers at maximum, rounded up to the next dollar and this rate shall apply to all police officers performing such escrow job work regardless of rank or salary level

7) Article XIII. Insurance

a) Eliminate "opt out" provision in Section E, starting with the second sentence. Replace with "Beginning on January 1, 2020, the opt-out program expires for any officers not enrolled in the Opt-out program. Once an officer Opts-back into Borough provided health coverage, the Opt-out option expires for that officer.

b) Consistent with paragraph F, the Borough proposed a switch from AmeriHealth as provided for in Section A 1 to NJ SHBP, with Direct 15 as the designated plan, for all Borough employees as soon as the switch can be administratively accomplished. The PBA has agreed to said proposal. Once NJ SHBP has been implemented, eliminate paragraph F.

c) Effective upon implementation of NJ SHBP, employees who select a health plan with a lower premium than the NJ Direct 15 premium shall be entitled to Borough contribution of 50% of the cost savings between Direct 15 and the selected plan.

8) Article XX. Provision for Representation Fee in Lieu of Dues from Non-Members of the PBA

a) Modify - First sentence of Section A to add "...provided the employee has provided written authorization for deduction of said Representation Fee in accordance with applicable law."

9) Article XXII. Educational Assistance

Add the following language: "The Borough retains its right to change the policy provided such change only applies to officers who matriculate on or after the date the PBA ratifies the MOA.

10) Article VIII. Terminal Leave

Modify to provide that employees hired on or after January 1, 2020 shall have a maximum of $12,000.00.

IN WITNESS WHEREOF the parties haves set their hands and seals this 24 day of September, 2019.

PBA LOCAL 132

BOROUGH OF NEW PROVIDENCE

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Schedule A

	Step Guide - For Employees Hired After March 1, 2015				
	12/31/2018	**1/1/2019**	**1/1/2020**	**1/1/2021**	**7/1/2022**
Max		$115,348	$117,655	$120,008	$122,408
Step 1	$113,086	$108,000	$109,000	$110,000	$111,000
Step 2		$100,000	$100,000	$100,000	$100,000
Step 3		$93,000	$93,000	$93,000	$93,000
Step 4		$87,000	$87,000	$87,000	$87,000
Step 5		$81,000	$81,000	$81,000	$81,000
Step 6		$75,000	$75,000	$75,000	$75,000
Step 7		$69,000	$69,000	$69,000	$69,000
Step 8		$63,000	$63,000	$63,000	$63,000
Step 9		$57,000	$57,000	$57,000	$57,000

	1/1/2019	**1/1/2020**	**1/1/2021**	**1/1/2022**
Gomez	$62,000	Step 7	Step 6	Step 5
Lynch	$62,000	Step 7	Step 6	Step 5
Bruder	Probationary	Step 8	Step 7	Step 6
Boccellari	Probationary	Step 9	Step 8	Step 7

	2019	**2020**	**2021**	**7/1/2022**
Hoppe	$90,937	$97,703	$120,008	$122,408
Carlino	$90,937	$97,703	$120,008	$122,408
Pawelek	$90,937	$97,703	$120,008	$122,408
Guerriero	$84,173	$90,937	$97,703	$122,408

					7/1/2022
Differential	Sergeant	$13,000	$14,000	$14,200	$14,563
		$128,348	$131,655	$134,288	$136,974

Differential	Lieutenant	$13,000	$14,000	$14,000	$14,000
		$141,348	$145,655	$148,288	$150,974

Differential	Captain	$13,000	$14,000	$14,000	$14,000
		$154,348	$159,655	$162,288	$164,974

*** Gomez, Lynch, Bruder and Boccellari will receive their step increase in accordance with Schedule B of the CBA.*

Exhibit 1

FMLA/FLA AGREEMENT

The following terms and conditions are agreed to between _____
[Insert Employee Name]
("Employee") and the Borough of New Providence ("Borough") regarding the following:

1) Employee has requested to use his/her accrued contractual leave time for an event that is covered by the Federal Family Medical Leave Act ("FMLA") and/or the New Jersey Family Leave Act ("FLA").

2) The Borough has timely notified Employee that the event is covered by the FMLA and/or the FLA and of his/her rights under said Acts.

3) Despite his /her rights to designate his/her leave as FMLA and/or FLA leave, Employee has elected not to do so and instead use his/her accrued leave time for all or part of the leave.

4) The Borough shall not count the leave time covered under this Agreement against Employee's FMLA/FLA leave availability unless Employee elects to do so in writing.

EMPLOYEE	FOR THE BOROUGH
_____	_____
Signature	Signature
Print Name:	Print Name: