

**RESOLUTION**  
of the  
**BOROUGH OF NEW PROVIDENCE**  
Resolution No. 2019-226

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 SUPERIOR OFFICERS ASSOCIATION 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 Superior Officers Association 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 23<sup>rd</sup> 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 23<sup>rd</sup> day of September, 2019.

Wendi B. Barry, Borough Clerk

**MEMORANDUM OF AGREEMENT**

**BOROUGH OF NEW PROVIDENCE**

**and**

**NEW PROVIDENCE SUPERIOR OFFICERS ASSOCIATION**

AGREEMENT made this 20<sup>th</sup> day of SEPTEMBER 2019 by and between the Borough of New Providence (herein the "Borough") and the New Providence Superior Officers Association (herein the "SOA").

WHEREAS, the Borough and the SOA 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 SOA have reached agreement on terms and conditions for a successor CNA, subject only to ratification by the SOA 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 salary differential established between the base rate paid to a Sergeant and the base rate paid to a Lieutenant and between the base rate paid to a Lieutenant and the base rate paid to a Captain as set forth on Schedule 1 attached hereto.
- 4) Article VI. Work Schedule, Hours of Work, Court Time and Overtime

- a) Modify Section B by removing the first sentence -
- b) Effective January 1, 2020 the 16 hour per calendar year work at schedule events outside normal work hours will be eliminated in exchange for continuing to handle police related phone calls, texts and emails during off duty time. This does not preclude the payment of overtime when Lieutenants or Captains are required to report for work in accordance with Article VI B.
- c) 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 (spouse, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law and son-in-law) and provides for 1 day to attend funeral services for aunt/uncle/niece/nephew.

6) Article X. Outside Employment

Modify to add:

The rate of Compensation for outside employment (escrow jobs) is set by the Mayor and Council. Effective January 1, 2020 that rate shall be the overtime rate paid to patrol officers at maximum – rounded 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 XII. 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 insurance, 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 NJSHBP with Direct 15 as the designated plan for all Borough employees as soon as the switch can be administratively accomplished. The SOA has agreed to said proposal. Once NJ SHBI 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) Insert Article to address: 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 XX. Holidays

Modify to provide that the SOA shall follow the Borough Holiday Schedule which minimally provides for 12 holidays. Maintain language related to the establishment of Martin Luther King Day as a holiday in the Borough of New Providence.

10) Article XXI. 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.

11) 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 have set their hands and seals this 20<sup>th</sup> day of September, 2019.

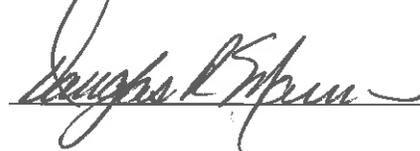
**SOA/PBA LOCAL 132**

  
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**BOROUGH OF NEW PROVIDENCE**

  
\_\_\_\_\_

Wanda Perry  
\_\_\_\_\_

\_\_\_\_\_

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**Schedule A**

<i>Step Guide - For Employees Hired After March 1, 2015</i>					
	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

Print Name:

\_\_\_\_\_  
Signature

Print Name: