

**MEMORANDUM OF AGREEMENT BETWEEN
BOROUGH OF NORTH PLAINFIELD AND
PBASO LOCAL NO. 85**

THIS MEMORANDUM OF AGREEMENT, by and between the BOROUGH OF NORTH PLAINFIELD (hereinafter referred to as the "Borough" or "Employer") and PBA LOCAL NO. 85 (hereinafter referred to as "Union"), made and entered into on this ____ day of _____ 2019.

WHEREAS, the Parties have engaged in negotiations in good faith in an effort to arrive at a successor agreement to a contract that expired on December 31, 2019; and,

WHEREAS, the Parties have arrived at an agreement on terms and conditions of employment, which are subject to ratification by both Parties.

NOW, THEREFORE, and in consideration of the mutual covenant contained herein, the parties hereinabove referred hereby agree as follows:

1. The provisions of this Memorandum of Agreement are subject to ratification by the respective parties to the contract.
2. The signatures below agree to recommend this Memorandum for ratification by their respective constituencies.
3. A copy of this Memorandum has been furnished to representatives of the Borough and the Union.
4. All provisions of the existing collective bargaining agreement shall be carried forward, except as hereinafter provided.
5. Unless otherwise notified, all dates involving the duration of the Agreement shall be conformed to the duration of the proposed negotiated Agreement.
6. Article III (page 2) (Union Business):

Revise the Article by adding the following sentence which is to read: "The Borough grants one (1) Delegate plus three (3) additional police officers/delegates leave from duty, with full pay, to attend the State PBA "Mini-Convention", which is held once per year. No overtime costs will be permitted due to attendance at the "Mini-Convention".

7. Article X (page 12) (Salary):

A. Salaries for Lieutenant for the period in question are as follows:

<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
\$148,201.27	\$151,165.30	\$154,188.61	\$157,272.39

B. Salaries for Sergeant for the period in question are as follows:

<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
\$131,100.35	\$133,722.36	\$136,396.81	\$139,124.75

C. Salaries for Captain for the period in question are as follows:

<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
\$179,299.35	\$182,885.34	\$186,543.05	\$190,273.90

8. Article XI (page 15) (Overtime Payments):

Add a new Section 9 as follows: "Extra duty hours that remain after all mandatory training sessions designated by the Police Chief have been taken by the end of each calendar year will be waived at the end of each calendar year and not owed to the Borough, except as noted below. It is estimated, based on past practice, that the number of hours of required annual training will vary between fifty-two (52) and sixty-five (65) hours. The Borough will not guarantee a minimum number of hours waived and in no case will waive more than ten (10) hours annually. Officers may continue to use any remaining Extra Duty hours for training courses they wish to voluntarily attend."

9. Article XV (page 20) (Clothing Allowance):

The annual clothing allowance, as set forth in Section 1, shall be as follows:

"Effective January 1, 2020, Nine Hundred Twenty-Five (\$925.00) Dollars and remain so for the duration of this Agreement."

10. Article XIX (page 23) (Insurance Plans):

Revise §4(a) as follows: "The contribution percentages (%) set forth in P.L. 2011, c. 78 for Tier IV shall continue to be paid by all members of this bargaining unit for the duration of the collective bargaining agreement and until a successor agreement commencing January 1, 2024 is agreed upon by the parties and executed by both parties."

11. Article XXIX (page 34) (Duration of Agreement)

Replace the first (1st) paragraph with the following language: "This Agreement shall have a term from January 1, 2020 through December 31, 2023. If the parties have not executed a successor Agreement by December 31, 2023, then this Agreement shall continue in full force and effect until a successor Agreement is executed."

12. The provisions of this Memorandum of Agreement are subject to approval/ratification by the Union and approval by all applicable Borough officials. The Union's negotiation committee agrees to do everything in its power to promote/obtain approval/ratification.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date set forth above.

ATTEST:

PBASO LOCAL NO. 85

J. Ronan

Sam Kohn #

Dated: 9/13/19

ATTEST:

BOROUGH OF NORTH PLAINFIELD

Richard K. Phoenix
RICHARD K. PHOENIX, R.M.C.,
BOROUGH CLERK

Michael Giordano, Jr.
MICHAEL GIORDANO, JR, MAYOR

Dated: 17 September 2019