

Resolution No. 2022-86

**A RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN,
STATE OF NEW JERSEY, AUTHORIZING EXECUTION OF THE AGREEMENT BY
AND BETWEEN THE TOWN OF PHILLIPSBURG AND AFSCME COUNCIL 73
LOCAL 2928**

WHEREAS, the Town of Phillipsburg (the “Town”) and the AFSCME Council 73 Local 2928 (the “Union”) (together, the “Parties”) are parties to that certain Collective Negotiations Agreement (“CNA”) dated January 1, 2016; and

WHEREAS, the CNA expired December 31, 2019 and the Parties have been involved in good faith negotiations discussing the terms and conditions of a successor agreement (the “Agreement”); and

WHEREAS, the Parties have agreed, subject to approval of the governing body, to the following terms to be fully incorporated into the Agreement:

- 1) The term of the Agreement shall be for a term of five (5) years, retroactive to January 1, 2022.
- 2) The Union shall be the exclusive representative for collective negotiations for all employees represented by the Union.
- 3) All eligible full-time and permanent part-time employees shall be included in the negotiating unit, but 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 shall be excluded from the negotiating unit.

- 4) Article 7.B. of the Agreement shall be revised to reflect the normal white-collar shift shall be 8:00 a.m. to 4:00 p.m.
- 5) Article 8.A.2. of the Agreement shall be revised to reflect the normal white-collar lunch period shall be reduced from one (1) hour to thirty (30) minutes.
- 6) Article 14.G. shall be revised to reflect the annual paid sick leave days accrued by new Employees during their initial month of employment shall be based on their start date and that only Employees hired prior to P.L. 2010, c.3. shall be eligible, at their option, be paid for fifty percent (50%) of their unused sick leave no later than February 15th of the succeeding year.
- 7) Article 14.G. shall be further revised to reflect that at the beginning of each calendar year, in anticipation of continued employment, employees shall be credited with 15 working days and that part-time permanent employees shall be entitled to a proportionate amount of paid sick leave.
- 8) Article 14.K. was added to reflect that after ten sick occurrences in a calendar year, members must provide a doctor's note for every sick day thereafter.
- 9) Article 15.B. was added to reflect that 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.
- 10) Lincoln's Birthday shall be observed on the second Monday of the month of February, Juneteenth was added as a Holiday to be observed on June 19th, the Friday after Thanksgiving was added as a Holiday, and the language was removed providing special

- holidays as designated by the Town Council, Governor, or President as additional holidays for Employees covered by this agreement.
- 11) Article 31 was revised to add two vacation days to each category of Employee hired after January 1, 2007.
 - 12) Article 31.A. was modified to remove the clause regarding the use of four (4) vacation days without notice.
 - 13) Article 31.G. regarding the additional vacation day to be used on the day after Thanksgiving was deleted.
 - 14) Article 31.H. was revised to provide three (3) personal leave days to Employees each year to be used subject to the terms therein.
 - 15) Article 31.I. was revised to permit Employees to take vacation days in one-half (½) day increments.
 - 16) All Employees covered by this Agreement shall contribute \$2.00 or \$4.00 per pay per towards their Dental care premium.
 - 17) The calendar year eye care eligibility increased from \$300.00 to \$400.00 for Employees covered by this Agreement.
 - 18) Employees hired after the ratification of this Agreement will not be eligible for longevity pay increments.
 - 19) The wages and salaries of the members of the Union shall be increased by the following percentages for each year of the agreement:
 - a. 2022 - two and one-quarter percent (2.25%)
 - b. 2023 - two and one-half percent (2.50%)
 - c. 2024 - two and three-quarter percent (2.75%)

- d. 2025 - three percent (3.00%)
- e. 2026 - three percent (3.00%)

- 20) The annual stipend provided to Licensed Pesticides Sprayer shall be increased to \$1,500.00.
- 21) The annual stipend provided to the Recycling Coordinator shall be increased to \$3,000.00.
- 22) Mechanics shall be paid an annual stipend of \$2,000.00, Mechanics Helper shall be paid an annual stipend of \$1,000.00, and the Police Matron shall be paid an annual stipend of \$2,000.00.
- 23) The quarterly allowance for work clothes shall be increased to \$175.00 for each full-time blue-collar employee and each full-time housing inspector and housing inspector/building inspector.
- 24) The quarterly allowance for work clothes shall be increased to \$100.00 for the Senior Records Police Clerk; and

WHEREAS, the Parties have agreed to and approved the Agreement dated April 05, 2022.

NOW THEREFORE IT BE RESOLVED by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey, that Mayor Todd M. Tersigni is authorized to execute the Agreement on behalf of the Town of Phillipsburg, effective April 05, 2022.

CERTIFICATION

I, Lorraine Loudenberry, Acting 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 05, 2022 meeting.

Lorraine Loudenberry
Acting Municipal Clerk