

MEMORANDUM OF AGREEMENT

Agreement made this 12TH day of December 2022, by and between **Policemen's Benevolent Association Local 188** (hereinafter "**PBA Local 188**") and the **Borough of Flemington** (hereinafter "**the Borough**").

WHEREAS, the Borough and PBA Local 188 are parties to a Collective Negotiations Agreement (CNA) covering the period January 1, 2020 through December 31, 2022; and

WHEREAS, the Borough and PBA Local 188 have been engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor CNA; and

WHEREAS, the Borough and PBA Local 188 have reached agreement on new terms and conditions subject to ratification by the membership of PBA Local 188 and approval by the Mayor and Council of the Borough; and

WHEREAS, the negotiating committees for the Borough and PBA Local 188 unanimously agree to recommend this agreement for ratification and approval;

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

1. Except as herein modified, the terms and conditions set forth in the January 1, 2020 through December 31, 2022 CNA between the Borough and PBA Local 188 shall remain in full force and effect.
2. Where applicable, dates throughout the agreement shall be adjusted to reflect the term of January 1, 2023 through December 31, 2025.
3. All typographical errors shall be corrected and non-substantive language shall be cleaned up and / or clarified.

4. ARTICLE V – VACATIONS

Section G: Shall be amended as follows:

Any employee shall have the right to receive compensation in the form of monies, for vacation earned as a substitute to actually taking the time off, subject, however, to the limiting conditions set forth in Section E, above, and subject to the further restriction that the rates applied under this section shall be straight and not overtime rates. Any active employee who elects to cash in vacation on an annual basis shall be allowed to cash in a maximum of ~~eight (8)~~ ten (10) vacation days per year.

5. ARTICLE VI – HOLIDAYS

a. Section A: Juneteenth shall be added to the list of paid holidays as a twelve (12) hour holiday.

b. Section B: Shall be revised as follows:

The above-referenced holidays ~~(112)~~ (124) hours are included in each officer's base pay. Said holiday pay shall be paid in equal installments to officers in accordance with the regular payroll cycles of the Borough.

6. ARTICLE VII – LEAVE OF ABSENCE, SICK LEAVE AND OTHER LEAVE

Section B(9): The Borough agrees to comply with this section for the year 2022. Thereafter, it shall be removed and will not be included in the successor agreement.

7. ARTICLE IX – HOURS OF WORK AND OVERTIME

a. Section A(1)(a): Correct scrivener's error in drafting of last contract, which inadvertently omitted the underlined clause below:

The Chief of Police will consult with the PBA regarding the number and hours of all shifts, and all shift changes shall require 30 days' notice.

b. Section B: Add the following from the Side Bar Agreement:

3. PBA Local 188 unit members, at their sole discretion, shall have the option to accept compensatory time or cash overtime payments for any and all overtime hours worked. Compensatory time shall be paid to at the rate of one and one-half (1 ½) times the number of hours worked or any greater amount as required by the collective negotiations agreement.

4. Any member that accepts compensatory time may use the compensatory time at their discretion or accrue the compensatory time.

5. Compensatory time earned shall accrue and carry over from year to year. PBA Local 188 unit members shall not be permitted to accrue an excess of 480 hours of compensatory time. Any overtime worked in excess of 480 must be paid in cash.

c. Section D(1)(c): Shall be amended as follows:

If an outside detail is cancelled with less than ~~two weeks~~^{seven (7)} business days' notice from the date of the scheduled detail, the outside contractor shall be responsible to pay the officer who was set to work the detail 4 hours for the cancellation. If the outside detail is cancelled with less than 12 hours' notice, the officer who was set to work the detail shall be paid for 50% of the hours scheduled or 4 hours, whichever is greater. However, if the detail is cancelled due to an extreme weather emergency (i.e., declared hurricane, tropical storm or ~~declared~~ snow emergency), or pandemic declared by the federal or state government, the outside contractor will not be responsible for the minimum payment.

8. ARTICLE X – COMPENSATION

a. Salaries shall be increased across the board as follows:

- i. Effective and retroactive to January 1, 2023 – 3.0%
- ii. Effective January 1, 2024 – 3.0%
- iii. Effective January 1, 2025 – 3.5%

The second sentence of the first paragraph in Section A shall be revised in accordance with the above.

b. The new salary guide reflecting the above increases and the twelve (12) hour Juneteenth roll in is attached hereto as Schedule A.

c. Section B(2): Replace with the following:

2. LONGEVITY SCHEDULE

a. On the anniversary of five (5) years of Police service to include time as a special police officer with the Borough, through the anniversary of nine (9) years, the Employee shall receive the sum of \$600 annually.

b. On the anniversary of ten (10) years of Police service to include time as a special police officer with the Borough, through the anniversary of fourteen (14) years, the Employee shall receive the sum of \$1,200 annually.

c. On the anniversary of fifteen (15) years of Police service to include time as a special police officer with the Borough, through the anniversary of nineteen (19) years, the Employee shall receive the sum of \$1,800 annually.

d. On the anniversary of twenty (20) years of Police service to include time as a special police officer with the Borough, and annually every year thereafter, until the Employee leaves employment, the Employee shall receive the sum of \$2,400 annually.

d. New Section: Add the following New Section:

Sergeant First Class: A Sergeant shall automatically advance to the Sergeant First Class salary step upon the completion of three (3) years as a Sergeant, inclusive of any probationary period.

e. No employee shall suffer a reduction in compensation as a result of these proposals.

9. ARTICLE XI – OTHER BENEFITS

Section G(1)(b): Amend Section prior to “Miscellaneous Items” to the following:

b. Each Full-time Police Officer shall receive uniforms and equipment as outlined below:

Initial Uniform/Clothing Supply

Class A Uniform

- (1) Elbeco Tek3 Poly Cotton Twill Pant w/ 2 1/4” Gold Stripe
- (1) Elbeco Tek3 Long Sleeve Poly Shirt
- (1) Safariland Handcuff Pouch (hidden snap)
- (1 set) Safariland Belt Keepers (hidden snap)
- (1) Safariland Stitched Edge Sam Browne Duty Belt, Plain, Black
- (1) Belt Buckle – Chrome or Gold
- (1) Safariland Velcro Under Belt
- (1) Safariland Leather Holster for S&W M& P
- (1) Jay-Pee Leather Cross Strap, Plain Black (Chrome or Gold)
- (1 pair) White Gloves
- (1) Tie, clip on, Dark Navy
- (1) Tie Clip, “Flemington Police” (Chrome or Gold)
- (1) Pershing Style Cap w/hat bands (Chrome or Gold)
- (1) Hat Badge
- (1) Breast Badge
- (1) Name Tag (Silver or Gold)
- (1) Pair Boots – Polished toe, Black

Class B Uniform

- (3) 5.11 Polo Shirt, Long Sleeve Shirt Dark Navy
- (3) 5.11 Polo Shirt, Short Sleeve Dark Navy

- (3) 5.11 Stryke Pant, Dark Navy w/Gold Stripe
- (3) 5.11 Sierra Bravo Duty Belt
- (1) Safariland ALS Level 3 Duty Holster
- (1) Bianchi Accumold Double Magazine Case
- (1) Bianchi Accumold Single Cuff Case
- (1) Bianchi Accumold Mark III Defense Spray Holder
- (1) Boots – Black

Class C Uniform

- (1) 5.11 Stryke Pant, Khaki
- (1) 5.11 Polo Shirt, Long Sleeve Shirt, Dark Navy (w. small patch LT breast)
- (1) 5.11 Polo Shirt, Short Sleeve Shirt, Dark Navy (w. small patch LT breast)
- (1) Badge Holder, Belt Clip

Equipment

- (1) Turtle Tracks Outer Carrier, Dark Navy
- (1) Body Armor Set (Replaced in accordance with Dep't Policy)
- (1) Smith & Wesson M&P40 w/Three Magazines
- (1 pair) Handcuffs
- (1) ASP expendable baton w/ holder
- (1) Motorola Radio w/ Shoulder Mic, belt clip
- (1 can) Vexor Pepper Spray
- (1) Traffic Vest
- (1) Winter Coat w/ 2 shoulder patches
- (1) Rain Coat, Reflective/Black
- (1) Baseball Style Cap w/small patch
- (1) Winter Knit Cap w/small patch
- (1 pair) Leather Gloves
- (1) Wallet w/ Wallet Badge and Department Information
- (1) Cell Phone w/Protective Case

“Miscellaneous Items” and all sections and subsections shall remain as in the current CNA.

10. ARTICLE XVIII – DURATION

Amend dates to conform with the dates of the new agreement, January 1, 2023 to December 31, 2025.

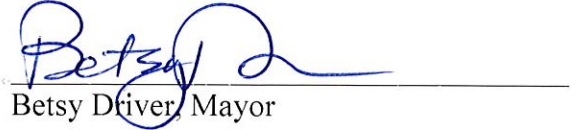
11. All proposals which are not included in this Agreement shall be deemed withdrawn by both parties.

12. This Agreement is subject to ratification by the PBA Local 188 membership and the Mayor and Council of the Borough.

FOR PBA LOCAL 188

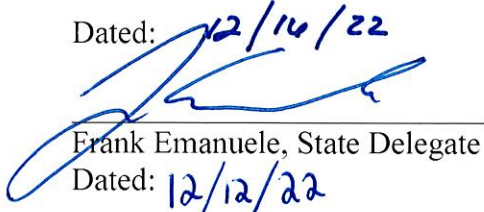
FOR THE BOROUGH OF FLEMINGTON


Brian McNally, President


Betsy Driver, Mayor

Dated: 12/14/22

Dated: 12/12/22


Frank Emanuele, State Delegate

Dated: 12/12/22

APPENDIX A

Step	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Start	\$ 45,942	\$ 47,593	\$ 49,021	\$ 50,737
Step 1	\$ 50,865	\$ 52,693	\$ 54,274	\$ 56,174
Step 2	\$ 57,462	\$ 59,527	\$ 61,313	\$ 63,459
Step 3	\$ 62,731	\$ 64,986	\$ 66,935	\$ 69,278
Step 4	\$ 73,186	\$ 75,816	\$ 78,091	\$ 80,824
Step 5	\$ 80,766	\$ 83,669	\$ 86,179	\$ 89,195
Step 6	\$ 88,226	\$ 91,397	\$ 94,139	\$ 97,434
Step 7	\$ 95,685	\$ 99,124	\$ 102,098	\$ 105,671
Step 8	\$ 103,145	\$ 106,852	\$ 110,058	\$ 113,910
Corporal	\$ 108,303	\$ 112,196	\$ 115,562	\$ 119,606
Sergeant	\$ 113,717	\$ 117,804	\$ 121,338	\$ 125,585
SFC	\$ 119,132	\$ 123,414	\$ 127,116	\$ 131,565
Lieutenant	\$ 137,003	\$ 141,927	\$ 146,185	\$ 151,301

* 2022 Salaries for illustrative purposes.

** All employees in the salary guide shall advance on the salary guide on their anniversary date each year. All employees at top step shall receive their increase on January 1 of each year.

*** Sergeants move to Sgt. First Class upon completion of their third year as a Sergeant inclusive of any probationary period.

**** Salaries include the 12 hours for the additional Juneteenth holiday.

***** All salaries effective and retroactive to January 1, 2023.