

THIS AGREEMENT, made and entered into by and between the Borough of South Plainfield, (hereinafter referred to as the "Employer") and the South Plainfield P.B.A. Local 100 (Superior Officers, hereinafter referred to as the "Employee") is to be effective as of January 1, 1997.

The Employer and the Employee do hereby agree to the terms of this Agreement as hereinafter specifically set forth:

#### **I. RECOGNITION**

1. The Employer does hereby recognize the South Plainfield P.B.A. Local 100 Superior Officers as the sole and exclusive bargaining agency for all Sergeants, Lieutenants and Captains, in the Borough of South Plainfield, in all matters pertaining to rates of pay, wages or salaries, hours of work, benefits, and other terms and conditions of Employment as permitted under law.
  
2. The provisions of this Agreement shall apply to all accretions to the bargaining unit. Specifically excluded from the terms and conditions of this Agreement, are Patrolmen, Senior Patrolmen (including Detectives) and other personnel Employed by the Borough of South Plainfield now working or to be working, in its police department.

## **II. EMPLOYER'S RIGHTS**

1. The Employer shall retain all rights of management and supervision resulting from or pertaining to the operation of the police department and its members as provided by law.
2. The Employee recognizes the Employer's rights, duties and authority to manage and control the affairs of the Borough of South Plainfield pursuant to the authority conferred on it by the State of New Jersey and all applicable local, state and federal laws. The Employer retains and reserves all rights of management and control not limited by this agreement and including, but not limited to firing, promoting, discipline, layoff, transfer of all Employees covered by this Agreement, together with assignment and designation of all such work to be performed by said Employees.
3. Nothing herein contained shall be intended to abrogate, modify or in any way conflict with any rights available to the Employer and/or Employee under the provisions of the New Jersey Employer-Employee Relations Act.

## **III. INSPECTION PRIVILEGES**

Upon due and proper notice, an authorized agent of the Employee shall have access to the Employer's records during working hours, at times of mutual convenience, for the purpose of adjusting disputes or investigating working conditions, provided however, that there is no interruption of the Employer's working facility or schedule.

## **IV. GRIEVANCE PROCEDURE**

1. Definition. To provide for the expeditious and mutually satisfactory settlement for all grievances, the parties hereto do hereby agree upon the utilization of the following procedure:

Step 1. The next higher superior officer of the unit to which the Employee is attached, will attempt to find a mutually satisfactory solution to the grievance within three (3) working days. Failing a solution, the complaint accompanied by a written report on the matter prepared by the next higher superior officer of the unit to which the Employee is attached must be forwarded through the chain of command to the superior officer in charge of the section to which the Employee is assigned.

Step 2. The superior officer in charge of the section will attempt to find a mutually satisfactory solution to the grievance within ten (10) working days. Failing a solution, the complaint accompanied by a written report on the matter by the superior officer in charge of the section to which the Employee is attached must be forwarded through the chain of command to the Chief of Police.

Step 3. The Chief of Police will attempt to find a mutually satisfactory solution to the grievance within ten working days. Failing a solution, the complaint accompanied by a written report on the matter by the Chief of Police must be forwarded to the Public Safety Committee of the Borough of South Plainfield.

Step 4. The Public Safety Committee will then consider and formally act on the complaint within thirty (30) days. The Public Safety Committee may, or may not, at their discretion consult with and/or place the matter before the entire Council of The Borough of South Plainfield if it deems necessary. Since it is intended that most, if not all,

grievances can and should be settled without the necessity of reference to the Public Safety Committee, no grievance will be heard or considered by the Public Safety Committee which has not first passed through the above described steps.

2. Employees' grievances shall be presented on forms prepared by the South Plainfield P.B.A. The grievance procedure, as contained in this contract, shall be strictly adhered to. It is understood that Employees must sign their individual grievances. Grievances without an Employee's signature shall not be accepted or processed.
3. Arbitration
  - a. If no settlement of the grievance has been reached between the parties, either one or both may move the grievance to arbitration within thirty (30) days of receiving the answer from the Mayor and Council.
  - b. Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the Employer and Employee.

**V. RATES OF PAY**

1. The Employees shall be classified in accordance with skills used and shall be paid not less than the minimum for such classification in accordance with the table of job classifications and rates of pay in the following schedule expressly made part of this Agreement. Such wages shall be incorporated in the wage and salary ordinance to be adopted by the Employer and subject to the terms thereof.

	<u>1997</u>	<u>1998</u>	<u>1999</u>
Sergeants	\$ 63,527.	\$ 65,909.	\$ 68,215.
Lieutenants	\$ 71,150.	\$ 73,818.	\$ 76,401
Captains	\$ 79,688.	\$ 82,676	\$ 85,569.

2. It is intended that a twelve percent (12%) spread between the rank of senior patrolmen and the superior ranks of sergeant, lieutenant and captain shall be maintained through the contract period.
3. If the Borough and PBA local 100, representing the rank and file South Plainfield Police, agree in writing to modify longevity benefits for new hires only on or before December 31, 1999, then such agreement shall be implemented between the SOA and the Borough for such new hires when they are promoted and covered by the agreement between the SOA and the Borough, provided however, that upon such written agreement being reached, an additional 1% in base pay, effective January 01, 1999 shall be added to the 3½%. Accordingly, if the aforesaid written agreement as to longevity between the Borough and PBA Local 100, representing the rank and file is signed on or before December 31, 1999, the January 01, 1999 raise of 3½%

shall be 4½%. The parties waive any right to file an Unfair Practice Charge or Scope of Negotiations Petition challenging the validity of this clause.

**VI. LONGEVITY**

All Employees shall be entitled to longevity payments in accordance with the following schedule:

<u>YEARS OF SERVICE TO BOROUGH OF</u> <u>SOUTH PLAINFIELD</u>	<u>PERCENT</u>
5	2 %
10	4 %
15	6 %
20	8 %

**VII. COURT APPEARANCE / OVERTIME**

1. At such time as an Employee shall be required to attend at court hearings as part of his employment, and such appearances occur during an off-duty period, he shall be compensated by receiving time and one-half for each hour worked or overtime pay for such period, at the option of the Employer, at time and one-half for each hour worked.
2. Call out time shall be a minimum of three hours, which will be compensated at time and one-half for each hour.

**VIII. ENTITLEMENT ON ACCOUNT OF DEATH OR PERMANENT DISABILITY**

To the extent permitted by law, the Employer will pay a sum equivalent to six calendar months of pay to any Employee who dies or is permanently disabled, as the

result of injuries sustained in the line of duty. Such payments shall be in addition to any other benefits payable to such Employee. The Employer shall not be obligated to make any such payment as herein above provided if the death or injury were intentionally self-inflicted. In the event payment pursuant to this paragraph must be made on a "pension" or time basis in order to comply with applicable law, the sum total of the Employer's payments shall not exceed a sum equivalent to six calendar months pay.

## **IX. RETIREMENT BENEFITS**

1. The Employer shall pay to any Employee retiring, in good standing, upon the completion of 25 years of service with Employer, a sum equivalent to six calendar months pay. In the event payment pursuant to this paragraph must be made on a Pension or time basis in order to comply with applicable law, the sum total of the Employer's payment shall not exceed six calendar months of pay. Notice of intent to retire shall be duly served in writing upon the Employer no later than six calendar months prior to January 1 of any calendar year. The benefits paid on account of retirement shall be computed at the Employee's last pay rate and shall be maintained at such rate throughout the entitlement period. All Employees inclusive prior to January 1, 1984.
  
2. In addition to the above stated benefits, an Employee and his dependents as defined in the applicable policies, at the time of retirement, shall be entitled to receive coverage by standard Blue Cross, Blue Shield and major medical insurance; any dispute shall be heard by Public Safety Commission.
  
3. Surviving spouse clause enacted September 9, 1985 by the Borough of South Plainfield shall apply to this Article, copy of the Resolution is attached (see Rider A).



## **X. INSURANCE PLANS**

1. Health Insurance. If the Borough exercises its right to change insurance carriers or self-insure, benefits levels shall be equal to or better than current benefit levels.
  
2. Dental Plan. The Employer will provide a dental care program equal to or greater than that referred to as The "Delta Dental Plan" with 80%-20% coverage. Such coverage shall automatically terminate upon termination of employment by Employee with the Employer or upon death of the Employee, except in the instance where COBRA applies.
  
3. Optical Plan. The Employer agrees to provide an annual eye examination for each Employee together with prescription eye glasses every alternate year. The cost to the Employer for the annual eye examination shall be no more than \$ 60.00 per year and the cost to the Employer for the prescription eye glasses shall not exceed \$150.00 every alternate year. However, if a prescription should change on an off year, Employer will still provide the full coverage. This benefit shall be transferable to a family member. The benefits described in this section shall accrue to the benefit of retired members of the Employee unit.
  
4. Prescription Plan. The Employer will provide a prescription plan equal to or better than the plan in effect at the time this contract was signed with a co-pay of \$5.00 per prescription for name brand; a \$2.00 co-pay for generic prescriptions \$0 co-pay for mail order maintenance prescriptions.

#### **XI. COLLEGE DEGREES**

1. Employees who obtain full criminal justice degrees shall receive a onetime payment of \$500.00 payable within ninety (90) days of the award of said degree.
2. Employees who obtain associate degrees (two years) shall receive a onetime payment of \$250.00 payable within ninety (90) days of the award of said degree.
3. Any active Employee holding said degrees shall receive payment upon signing of this contract.
4. Employees who enrolled in a criminal justice related degree program shall receive up to \$ 1,000.00 toward tuition costs per year, upon completion of said course(s).
  - a. Payment shall be made within ninety (90) days of completion of said course(s).
  - b. A minimum of a "C" average must be maintained to be eligible for said payment.

#### **XII. CLOTHING ALLOWANCE**

1. All Employees subject to this Agreement shall be entitled to a uniform allowance in the sum of \$950.00 paid April 1st of each calendar year.
2. Bulletproof vests shall be replaced as necessary or at the manufacturer's notification.
3. The Employer agrees to pay for or replace any clothing and/or equipment previously supplied to the Employee which is damaged while on active duty. Such replacement shall be supported by a duly verified

incident report, attested to by a superior officer and supported by an appropriate replacement voucher. No such allowance shall be provided for clothing and/or equipment damaged or lost by misplacement or negligence of the Employee. Plainclothes personnel who damage their clothing in the performance of their duty shall be compensated commensurate to the value of clothing worn, not to exceed the value of the comparable uniform replacement item.

#### **XIII. LEGAL DEFENSE**

1. While this Agreement makes no provision for or reference to the Employee's due process and other constitutional rights, failure to include a reference to or provision for said due process and other constitutional rights shall not be interpreted as a waiver of said rights on the part of the Employee.
2. Whenever any civil action is brought against any Employee covered by this Agreement for the Employee's reliance on a warrant executed by a judicial officer, the Borough of South Plainfield shall all costs of defending such action, if any, including attorney's fees, and shall pay any adverse judgment, save harmless, and protect such person from any financial loss resulting therefrom, provided the Employee's service of the warrant is done in a reasonable manner.

#### **XIV. SICK TIME**

Sick time shall be based on N.J.S. Title 40A:14-137.

#### **XV. HOLIDAYS**

1. It is hereby agreed that the Employee shall be entitled to each day declared as a holiday by the Governor of the State of New Jersey and/or the Mayor and Council of the Borough of South Plainfield as the same may pertain to municipal Employees and any additional time off which shall be authorized by any executive or legislative order of federal, state or local government. In the event that the municipal building and/or other municipal facilities are closed as the result of an emergency resulting in paid time off for any civilian employee of three and one half hours or less, then no member of the bargaining unit will be entitled to compensatory time off or any other form of compensation. In the event that the municipal building and/or other municipal facilities are closed as a result of an emergency resulting in paid time off for any civilian employee of more than three and one half hours, but less than a full day, then no member of the bargaining unit will be entitled to compensatory time off or any other form of compensation, unless that employee actually worked during the time off allotted to the other employees, in which case those employees will be granted an equivalent amount of compensatory time off. In the event that the municipal building and/or other municipal facilities are closed as the result of an emergency resulting in paid time off for any civilian employee for a full day, then all members of the bargaining unit will be given compensatory time off. For means of determining closure, 0900-1700 hours will be considered the normal work day for employees in Borough Hall.
  
2. The Employer agrees to compensate each Employee eight (8) hours with compensatory time for each of the following holidays:

- 1) New Year's Day
- 2) Martin Luther King Day
- 3) Washington's Birthday
- 4) Lincoln's Birthday
- 5) Good Friday
- 6) Memorial Day
- 7) Independence Day
- 8) Columbus Day
- 9) Veteran's Day
- 10) General Election Day
- 11) Thanksgiving Day
- 12) Christmas Day
- 13) Employee's Birthday

3. An Employee is entitled to a compensatory day only when that Employee's work schedule requires the Employee to work on one of the above stated holidays. Otherwise, all Employees not at work on one or more of the above stated holidays is said to be utilizing the compensatory day off on the holiday except when said holiday falls on the Employee's scheduled day off.

4. All superior officers, shall be paid a total of \$2147. for 1997, \$2228. for 1998, and \$2300. for 1999 entitled Holiday Pay. This Holiday Pay will be incorporated into weekly salary and shall be adjusted yearly according to negotiated salary increases. Said Holiday Pay shall be in lieu of any time and one - half compensation to the Employee whose work schedule requires the Employee to work on one or more of the above stated holidays.

#### **XVI. PERSONAL DAYS**

An Employee shall be entitled to three personnel days in each calendar year of this contract, not to be accumulated.

#### **XVII. VACATION TIME**

1. The Employee shall be allowed vacation time on an annual basis in accordance with the schedule below. Vacation time shall not be accumulated year to year except to the extent that emergency circumstances occurring toward the end of the calendar year shall preclude the Employee from utilizing his entitlement during such year. In such event, the unused portion of the vacation time may be carried over for one additional year. The provisions of this Article are intended to prevail, notwithstanding any conflict of same with other local ordinances regarding vacation time.
  
2. Annual vacation leave for members of P.B.A. Local 100 as herein defined shall be granted the following annual vacation leave with pay:
  - 1) Starting with employment to the Borough of South Plainfield, after six months, to one year of service, one (1) working day vacation per month.
  
  - 2) After completion of one year service, twelve (12) working days of vacation.
  
  - 3) Upon completion of five years of service, seventeen (17) working days vacation.

- 4) Upon completion of ten years of service, twenty-two (22) working days vacation.
- 5) Upon completion of fifteen years of service, twenty-three (23) working days vacation.
- 6) Upon completion of twenty years of service, twenty-six (26) working days vacation.
- 7) Upon completion of twenty-five years of service, twenty-nine (29) working days vacation.

#### **XVIII. FUNERAL LEAVE**

1. The Employer agrees to grant an Employee a funeral leave with the full pay when a death occurs in the Employee's immediate family. The Employee's immediate family is considered to include: spouse, children, parents of the Employee or Employee's spouse, and grandchildren of Employee or spouse (this provision also applies for any relative who continuously resided with the Employee for at least one year prior to death).
2. Funeral leave with pay shall not exceed three working days and shall terminate the day following the funeral.
3. Employee shall be granted a leave for one day in the event of the death of a brother-in-law or sister-in-law and/or an aunt or uncle.
4. In all cases, the Employer may request submission of proof.

#### **XIX. ENTIRE AGREEMENT CLAUSE**

Unless otherwise expressly provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any Employee benefit existing prior to the effective date of this Agreement.

**XX. SEVERABILITY**

In the event of any federal or state legislation, governmental regulations or court decision which causes invalidation of any Article or Section of this Agreement, the same shall be construed as being severable and all other Articles and Sections not so invalidated shall remain in full force and effect.

**XXI. EFFECTIVE DATE AND TERMINATION CLAUSE**

This Agreement shall be effective retroactively as of January 1, 1997 and shall continue in full force and effect from that date to and through December 31, 1999.



In witness whereof, the parties have hereunto affixed their signatures:

ATTEST:

MAYOR  
BOROUGH OF SOUTH PLAINFIELD

ATTEST:

SOUTH PLAINFIELD PBA LOCAL #100  
SUPERIOR OFFICERS COMMITTEE

DATED: \_\_\_\_\_

(BOTH THE SUPERVISORS AND PATROLMEN'S CONTRACT WAS USED IN THE STANDARDS BELOW)

CHAPTER 22: .1.1, .1.4, .2.1, .2.5, .2,6. .2.8, .2.9, .2.10,  
.2.11