

**Certification**

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 2019 thru 2023.

Employer: South Plainfield Borough  
County: Middlesex  
Date: 2/5/24  
Name: Amy Antonides  
Print Name  
Title: Municipal Clerk  
[Signature]  
Signature

**RESOLUTION 19-140**  
**AUTHORING THE MAYOR AND MUNICIPAL CLERK TO EXECUTE THE**  
**COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BOROUGH OF SOUTH**  
**PLAINFIELD AND THE PROFESSIONAL MANAGERS ASSOCIATION**

**BE IT RESOLVED** that authorization is hereby given by the Borough Council of the Borough of South Plainfield for the Mayor and Municipal Clerk to execute a labor agreement between the Borough of South Plainfield and the Professional Managers Association for the period of 2019 - 2023

COUNCIL	MOTION	2 <sup>ND</sup>	AYES	NAYS	ABSTAIN	ABSENT	RECUSE
Councilman Bengivenga	x		X				
Councilman Dean			X				
Councilwoman Faustini			X				
Councilman Vesce			X				
Councilman White		x	X				
Council President Wolak			X				
		<b>VOTE:</b>	<b>6</b>	<b>0</b>			
<b>Mayor Anesh – TIE ONLY</b>							

I do hereby certify that the foregoing is a true and exact copy of a Resolution adopted by the Mayor and Borough Council of South Plainfield Borough on April 1, 2019

  
 \_\_\_\_\_  
 Amy Antonides, RMC/CMC/CMR  
 Municipal Clerk – South Plainfield Borough

ORIGINAL

**SOUTH PLAINFIELD PROFESSIONAL  
MANAGER'S ASSOCIATION  
COLLECTIVE BARGAINING AGREEMENT  
2019-2023**

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## PREAMBLE

This AGREEMENT, made and entered into by and between the **Borough of South Plainfield**, a municipal corporation of the State of New Jersey (hereinafter referred to as the "EMPLOYER" or "BOROUGH"), and the **South Plainfield Professional Managers Association (S.P.P.M.A.)** (hereinafter referred to as the "EMPLOYEE" or "ASSOCIATION") is to be effective as of January 1, 2019.

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

### ARTICLE I—RECOGNITION

1. The Employer does hereby recognize the **South Plainfield Professional Managers Association** as the sole and exclusive representative for collective negotiations with respect to terms and conditions of employment as permitted by law.

2. All full time employees with the following positions/titles fall under this contract:

- Fire Official
- Superintendent of Public Works/Borough Engineer
- Construction Official
- Tax Assessor
- Court Administrator
- Chief Assistant Assessor
- Director of Recreation
- Environmental Specialist
- Director of Office on Aging

3. The following employees did not negotiate with this unit but shall follow this contract: all Managerial Executives, Confidential Employees, Borough Clerk, C.F.O. and Borough Administrator.

### ARTICLE II DURATION OF AGREEMENT

This Agreement entered into on this 2<sup>nd</sup> day of April, 2019 shall be in full force and effective retroactively from January 1, 2019 through December 31, 2023, or until such time as a successor agreement is entered into.

Negotiations for a successor Agreement shall commence no later than July 1, 2023.



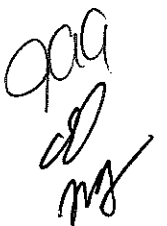
### ARTICLE III — NEGOTIATION PROCEDURE

1. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Public Employment Relations Commission (P.E.R.C.) rules and regulations, in a good faith effort to reach an Agreement. The parties shall commence negotiations not later than July 1<sup>st</sup>, of the last year of this Agreement.
2. The Employer and the Employee mutually pledge that their Representatives shall have the authority to make proposals, consider proposals, and make counter proposals in the course of negotiations. Any Agreement arrived at by the negotiation representatives will be submitted to the Borough Council and the members of the **South Plainfield Professional Manager's Association**, for ratification, decision or vote. Any Agreement of the parties shall be reduced to writing and shall become the contractual Agreement.
3. No changes will be made unilaterally in any negotiated terms and conditions of employment except as specified in this Agreement and under law.
4. Negotiations will be held at times and locations convenient to both parties.
5. Contract proposals should be made to the Administration, Finance & Public Information Committee or such other committee or entity as directed by the Mayor and Council prior to July 1<sup>st</sup> of the ending year of this contract.

### ARTICLE IV — EMPLOYER RIGHTS

The Borough of South Plainfield hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon or vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, including but not limiting the generality or foregoing the following rights:

1. The executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.
2. Unless lawfully vested in another authority, the Employer has the right to make rules of procedure and conduct, to use improved methods and equipment as well as duties to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of work required.



3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.

4. Nothing herein contained shall be intended to abrogate, modify or in any way conflict with any rights available to the Employer and/or the Employee under the provisions of the New Jersey Employer-Employee Relations Act.

#### **ARTICLE V — EMPLOYEE RIGHTS**

1. Pursuant to Chapter 123, Public Laws 1974 of the State of New Jersey, the Borough hereby agrees that all eligible employees (as noted in ARTICLE I, RECOGNITION, Section 3.) shall have the right to freely organize, join and support the **South Plainfield Professional Manager's Association** for the purpose of engaging in collective negotiations.

#### **ARTICLE VI — ASSOCIATION RIGHTS (S.P.P.M.A.)**

1. Upon due and proper notice, an authorized agent/representative of the Employee shall have access to the Employer's records during working hours, at times of mutual convenience, for the purpose of resolving disputes or investigating complaints as long as there is no interruption of the Employer's working facility or schedule and so long as said information is not considered confidential or privileged. It is expressly understood that any employee will not be allowed time off for this purpose but shall be entitled to access during non-working hours.

#### 2. Collection of Dues:

A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement dues for the **South Plainfield Professional Manager's Association**. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9(E), as amended. Paid money, along with any records of collections, shall be transmitted after each pay period.

B. The amount of annual dues shall be certified each year in the month of January with the appropriate Borough office. The Borough agrees to adjust the amount of dues deducted from each employee, commencing with the January pay period, at the newly certified rate.

C. The Borough shall be provided with the appropriate dues deduction authorization form by the Association. The Borough further agrees to honor any new employee and/or any new member upon written notice by the Association.

3. The Association shall have reasonable use of one (1) bulletin board to be located in the Municipal Building for use by the Association. Posting of information, notices and other activities on this bulletin board must pertain to Association business and be

approved by the Association President. The Administrator shall have the right to object to any information posted on the bulletin board located in the Municipal Building and request that any controversial information be removed from that bulletin board. If the Association refuses to remove the alleged controversial information, a prompt meeting shall be set between the Association and the Borough and the information shall be removed pending determination to be reached at that meeting.

4. The Association shall have reasonable use of Municipal facilities for its meetings with approval of the Administrator or the Administrator's designee. Such approval shall not be unreasonably withheld. Such meetings will not obstruct the Borough's ability to conduct business.

#### ARTICLE VII— GRIEVANCE PROCEDURE

Any grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any dispute between the parties involving interpretation or application of any provision of this agreement as permitted by New Jersey Employer-Employee Relations Act. (N.J.S.A. 34:13A).

An aggrieved Employee shall present his/her grievance in writing within twenty (20) working days of its occurrence or such grievance will be deemed waived.

In the event of such grievance, the steps hereafter set forth shall be as follows:

Step 1. The Employee and the chosen representative of the Association or the Employee individually but in the presence of a representative shall take up the complaint with the Administrator. In the event that the complaint is not satisfactorily settled within Fifteen (15) working days, the Employee or the representative of the Association may forward the grievance to the next step in the procedure. Failure to respond within 15 working days shall be considered a denial.

Step 2. If the decision of the Administrator is not accepted, the grievance may be forwarded in writing to the Mayor and Council within fifteen (15) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Mayor and Council shall respond to the grievance within thirty (30) working days of the submission. Failure to respond within 30 working days shall be considered a denial.

Step 3. The Association representatives and the Employer representative shall meet to discuss the grievance within seven (7) working days of the completion of the previous step. In the event of failure to reach a satisfactory adjustment of the grievance within fifteen (15) working days of such meeting, the grievance may be taken to mediation by either party upon notice to the other party. A request for mediation must be filed within 30 working days of the expiration of the grievance period. A failure to respond within the time period

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designated in each step shall be interpreted as a denial of the grievance and the time period for the following step shall commence as of that date.

If, in any of the foregoing steps either party fails to carry out the procedure involved in these steps, only the Association or the Employer may request mediation.

The provisions contained in this guide are subject to and controlled by the provisions of any statute, ordinance, rule or regulation of the Civil Service Commission.

#### ARTICLE VIII — MEDIATION

A grievance shall be limited to interpretation or application of any provision of this Agreement. Either party may apply, to the New Jersey State Board of Mediation for the appointment of a mediator.

#### ARTICLE IX HOLIDAYS

1. The Employer agrees to pay each employee a full day's pay without working for each holiday as set forth by the Mayor and Council on an annual basis. For calendar year 2019 through 2023 those days shall be as follows:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	The Day after Thanksgiving
	Christmas Day
	Election Day Presidential

2. Any holiday which falls on Saturday shall be celebrated the preceding Friday. Any holiday which falls on Sunday shall be celebrated the following Monday.

3. Any day designated by the Governor of the State of New Jersey or the President of the United States as a designated holiday will also be observed by the Borough.

4. In the event a holiday named in the Agreement or a holiday authorized by executive or legislative order of Federal, State or Local Government falls during an Employee's vacation period, said employee shall receive an additional vacation day credited to their time.

5. All hours spent in service of the employer, related to their job title, on any holiday shall be paid at time and one-half (1.5) in addition to seven (7) hours straight time holiday pay. Employee shall be paid a minimum of 3 hours of overtime.



**ARTICLE X— VACATION**

Vacation days will be credited at the beginning of each calendar year starting on the first full year of employment.

1. On completion of six (6) months, Employee is entitled to one (1) day for each month worked, up to one year = 12 days with pay.'

On commencement of one (1) year On	12 days with pay
commencement of five (5) years On	16 days with pay
commencement of ten (10) years On	19 days with pay
commencement of fifteen (15) years On	22 days with pay
commencement of twenty (20) years On	25 days with pay
commencement of twenty-five (25) years	29 days with pay

2. Employees will submit their request for vacation to the Administrator no less than 24 hours notice for two days, a single day or half vacation day and shall be subject to the approval of the Borough Administrator. Employees will provide 2 weeks notice for 3 or more consecutive vacation days and shall be subject to the approval of the Borough Administrator. In the event that there is a conflict with multiple people wanting to take vacation on the same week, preference will be given to the individual who submitted their request first. It is up to each Department Head to ensure that adequate coverage exists in their respective departments when they are on vacation.

3. Half Day Vacations : 25% of vacation days can be taken in half day increments, the remainder must be taken in full day.

4. Vacation carry over is in accordance with the Borough's personnel policy. Employees that have carried over more than 10 days from year to year, prior to this contract, will have five years from the date of this contract to reduce their time to 10 days or they will lose those days in excess of 10 days.

**ARTICLE XI — PERSONAL DAYS**

All Employees will be entitled to receive four (4) Personal Days each calendar year. These are to be used during the same calendar year and cannot be carried over into the following year. Except in the case of an emergency, the Employee will notify the Administrator a minimum of 24 yours in advance when taking a Personal Day. Personal days may be used in half (1/2) day increments.

If no personal days are used in a calendar year, employee shall be paid out one personal day at their current daily rate.

**ARTICLE XII — SICK LEAVE**

1. The following schedule shall apply to earned sick leave allowed for Municipal employees and the rules governing accumulation:

Years Employed — First Year-One (1) day for each month employed  
Second Year or Thereafter — Fifteen (15) days per year

2. Sick Leave is hereby defined to mean absence from post or duty because of illness which makes it impossible for the employee to perform the duties of their position, accident or exposure to a contagious disease requiring isolation or attendance-upon a member of your immediate family, as defined by New Jersey State Law, in or outside your household who requires care; approval by the Administrator shall not be unreasonably denied.

3. If an Employee should leave work after reporting in for the day, their record should indicate a half-day of sick leave taken so long as they worked a minimum of two hours. When the Employee has been absent for a period of more than three (3) consecutive workdays, the Administrator may request the Employee to furnish medical certification by a Physician verifying the Employee's condition or submit to an examination at the direction of the Borough Administrator by a physician at the expense of the Borough, or may be required to do both. Failure to provide the certification will result in the absence being disapproved. Abuse of sick leave shall be cause for disciplinary action.

4. No Employee shall be allowed to work and endanger the health and well being of other employees and if the Employee's condition warrants, the Employee may be directed to take sick leave. The Borough Administrator may direct the Employee to a Physician at the expense of the Borough for an opinion as to the eligibility of the Employee to be absent from the work place.

5. Sick leave with pay shall not be allowed when the Employee does not furnish a medical certification or report to a Physician when directed to do so.

6. The recommendation of the Borough appointed Physician as well as those of the attending Physician as to the justification for the absence from duty or place of work on account of disability or illness or of the fitness of the Employee to return to work shall be considered by the Borough Administrator. The Borough Administrator reserves the right in such cases where there is a difference of professional opinion between the Borough appointed Physician and the personal Physician, to require the Employee to submit to an examination by a third Physician at the Borough's expense.

7. In charging an Employee with sick leave, the smallest unit to be considered is one-half (1/2) of a working day.

8. In the event that the Employee uses all their available sick time and must be absent, the Employee must contact the borough Administrator to determine the appropriate course of action. The Employee may be granted a special leave of absence without pay at the discretion of the Mayor and Council. A request for leave without pay

must be made in writing to the Borough Administrator and such leave may be granted for a period not to exceed six (6) months. The matter must be approved by the Mayor and Council.

9. Sick leave due to injury received on the job shall not be charged against the Employee's sick time account. However, statutory limitation of one (1) year will be strictly adhered to.

10. Accumulated sick leave is controlled by Ordinance #890 and Ordinance #1466 entitled: "AN ORDINANCE AMENDING THE DECLARATION OF PERSONNEL POLICY OF THE BOROUGH OF SOUTH PLAINFIELD", approved on October 9, 1997. Any Employee may accumulate up to 180 days of sick time or any portion thereof.

Upon retirement, when the sick time accumulated has been certified by the Payroll Clerk, it will be compensated at the retiree's prevailing rate of pay.

11. Sick payout will be in accordance with New Jersey State Statutes.

### **ARTICLE XIII JURY DUTY LEAVE**

When an Employee is called for Jury Duty, the Employee will be supplemented in an amount necessary to equate to full pay during the period of Jury Duty upon proper presentation of evidence of jury service. If during Jury Duty, for any given reason, the Employee has been excused, or if there is no court scheduled for any given day, an Employee is expected to report to work. If an Employee does not report to work, they will be charged for a vacation day.

### **ARTICLE XIV — MATERNITY LEAVE**

1. Female Employees shall be allowed to use accrued sick time and vacation time for maternity leave. When accrued vacation and sick time has been depleted, the Employee may request additional leave without pay for up to six (6) months with the approval of the Administrator.

2. Nothing herein contained shall be intended to abrogate, modify or in any way conflict with any rights available to the Employer and/or the Employee under the provisions of the "Family Leave Act."

### **ARTICLE XV — LEAVE OF ABSENCE WITHOUT PAY**

Members of this Association may apply to the Mayor and Council for an unpaid Leave of Absence as may be provided for in any Civil Service rule or regulation, State of New Jersey and/or Federal law. The Mayor and Council reserve the right to make a final determination of leave.

### **ARTICLE XVI — FUNERAL LEAVE**



Employees shall be granted up to five (5) days to attend or make arrangements for a funeral of a deceased member of the Employee's immediate family. The immediate family is defined as spouse, child, mother, father, brother or sister. Employees shall be granted three (3) days to attend or make arrangements for other family members defined as mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, aunt, uncle or relative residing in Employee's home. This time shall not be charged against the Employee's sick or vacation time. If additional time is needed, approval may be granted by the Borough Administrator and the time will be charged against sick or vacation.

**ARTICLE XVII — MILITARY LEAVE**

Any Employee who is a member of the National Guard or Reserves and is required to undergo field training will be granted leave and their National Guard pay will be supplemented in an amount necessary to equate to full pay during active leave. This leave will be in addition to normal sick and vacation time.

**ARTICLE XVIII — UNIFORM ALLOWANCE**

The Borough will pay a total of \$950 per year for the purchase of uniforms for the Fire Official. The amount for the purchase of uniforms may not be carried over from year to year. The request for replacement shall be made to the Administrator for approval.

**ARTICLE XIX — INSURANCE/BENEFITS PROGRAM**

The Employer shall provide the Employee the following Insurance and Fringe Benefits, which are in addition to bi-weekly pay.

A. HEALTH INSURANCE: The Parties agree that the employer will maintain and the employees will contribute to the current level of Health, dental and eye insurance benefits to include dependent coverage in accordance with Appendix H. NJ State Statue Chapter 78 provides that anyone who had 20 years of service or more as of 6/28/2011 is exempt from having to contribute towards the cost of health benefit costs upon their retirement. If the Borough exercises its right to change insurance carriers or self-insure, benefit levels shall be equal to or better than the current benefit levels.

"Wellness care" for an annual physical for the Employee and all covered family members.

The annual deductible is \$200.00 cumulative.

B. DOCTOR VISIT CO-PAYMENTS: The Employer shall extend to the employee and eligible dependents a Health plan with the following provisions:

PPO Plan Co-Pays

1. \$20 Primary Care Visit
2. \$25 Urgent Care Visit
3. \$40 Specialist
4. \$125 Emergency Room

Direct Access Plan Co-Pays

1. \$25 Primary Care Visit
2. \$30 Urgent Care Visit
3. \$45 Specialist
4. \$125 Emergency Room

C. PRESCRIPTION PLAN: The Employer shall extend to the employee and eligible dependents a prescription plan with the following provisions:

1. \$30 co-pay for brand name drugs.
2. \$20 co-pay for generic substitute drugs.
3. Mail In \$40 brand name/\$30 Generic

D. OPTICAL PLAN: The Employer agrees to provide an eye examination for each Employee together with prescription eyeglasses every year. The combined cost to the Employer for the eye examination and for the prescription eyeglasses or lenses shall not exceed \$400.00 per year. The benefit may not be carried over from year to year. The Employee can use the allotment for a family member if the Employee chooses. Lost or damaged eyeglasses or lenses will be replaced at full value if damage or loss occurred on the job, exclusive of loss or damage caused by the negligence of the employee.

E. DENTAL PLAN: The Employer will provide a dental care program equal or greater than that referred to as "The Current Dental Plan" with 80%-20% coverage. The Employee shall receive 100% coverage for twice-annual examinations, cleaning and x-rays if required. All other coverage will be at 80% or better as per the current plan. The annual maximum will be \$2,200 per individual in 2019, \$2600 per individual in 2020 and 2021, \$2800 per individual in 2022 and 2023. The Lifetime Orthodontic maximum is \$1,500 per individual.

F. Employee agrees not to exercise the right to submit prescription co-pays to major medical for reimbursement.

G. Employees Contribution towards Health Care will follow Appendix H.



H. If Employee opts out of insurance they shall be reimbursed as per Borough ordinance. In addition to the Borough ordinance, if any member of this bargaining unit opts out of health insurance, employee shall be paid an addition \$500 for family plan, \$300 for spouse or child, \$200 for single.

#### ARTICLE XX — RETIREMENT BENEFITS

Employees enrolled in the Public Employee Retirement System, (P.E.R.S.) are subject to the benefits, requirements and provisions of those plans in addition to the following Borough benefits relating to accumulated sick and vacation day compensation.

1. All Employees who plan to retire from Municipal employment must submit a letter of resignation to the Mayor and Council a year in advance so that the governing body may make the necessary arrangements for compensation of accrued time, plan for your replacement and begin training of the replacement. Shorter notice may be given in unusual circumstances if determined by the Borough.

2. As stated in the area of sick leave, you may accumulate up to 180 days of sick time during your employment with the Borough. At your retirement, you will be compensated at your current rate of pay for the time accrued. Vacation days shall be prorated on a monthly basis up to the date of retirement (current year).

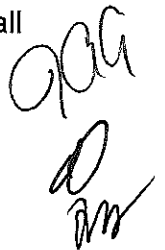
3. It shall be the exclusive choice of the retiring Employee to choose payment for accumulated sick and vacation days (as determined by and in accordance with Borough Ordinances #872, #890 and #1466 or NJ State Statute). The Employee may choose to receive the payment in bi-weekly payroll checks or a lump sum payroll check at the most current rate of pay. If the Employee chooses to receive payment in bi-weekly payroll checks any holidays or other days that the Borough is closed shall not count in the calculation of days owed.

4. Upon retirement, after completion of twenty-five (25) years of service in the Public Employees' Retirement System (PERS), all benefits listed in ARTICLE XIX will be continued by the Employer. All employees hired after 1/1/2019 will need 25 years in PERS in a town that offers lifetime health benefits, plus 5 years minimum service at the borough to qualify.

5. The official retirement date will occur when the employee has depleted and been paid for all accrued vacation and sick time. As the employee is using that accrued time, he/she will not accrue any additional vacation time.

6. Employees shall pay 2% of annual pension pay upon retirement towards Health Benefits. NJ State Statute Chapter 78 provides that anyone who had 20 years of service or more as of 6/28/2011 is exempt from having to contribute towards the cost of health benefit costs upon their retirement. Prescription, Co-pays, Optical, and Dental shall be equal to or better than at time of retirement.

7. The Surviving Spouse Clause enacted September 9, 1985 (see Appendix A & A-1) shall apply to this article.

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**ARTICLE XXI-ENTITLEMENT ON ACCOUNT OF DEATH OR PERMANENT  
DISABILITY**

To the extent permitted by law, the Employer will pay to the Employee's designated beneficiary, in the event that the Employee died while an employee of the Borough, all vacation and sick benefits that the Employee would have received had he/she retired in good standing.

**ARTICLE XXII—PAYDAY**

Employees will be paid all earnings by check on a biweekly basis.

**ARTICLE XXIII—LONGEVITY**

As of August 17, 1989, entitlement to longevity for any Employee covered by this Agreement does not exist.

**ARTICLE XXIV — MAINTENANCE OF WORK OPERATIONS**

1. The Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or work or willful absence of any Employee from his/her position, or stoppage of work, or absence in whole or in part; from the full, faithful and proper performance of the Employee's duties of employment), work stoppage, slow-down, walk out or other illegal job action against the Borough. The Association agrees that such action would constitute a material breach of the Agreement.

2. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all activity by an Association member shall entitle the Borough to invoke appropriate penalties.

3. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned or from supporting any such activity by any other Employee or group of Employees of the Borough, and that the Association will publicly disavow each action, order all such members to participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Association order.

4. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in event of such breach by the Association by its members.





#### ARTICLE XXV — SAFETY

An Employee, upon discovering an unsafe or hazardous condition, will immediately inform the Administrator in writing. The Administrator shall investigate and report his/her findings to the Employer and Employee in writing. All Borough Employees are required to have a high regard for personal safety and the safety of others. Employees are subject to disciplinary action if they do not use Employer-supplied safety equipment.

#### ARTICLE XXVI — DISCRIMINATION AND COERCION

1. The Employer and the Association agree that there shall be no discrimination against any Employee because of age, race, creed, color, religion, marital status, sex, sexual orientation, national origin or political affiliation.

2. The Employer and the Association agree that all Employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, assist or to refrain from any such activity sponsored by the Association. There shall be no discrimination by the Employer or the Association against any employee because of the Employee's membership or non-membership or activity or non-activity in the Association. '

#### ARTICLE XXVII — SEVERABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### ARTICLE XXVIII — SALARY

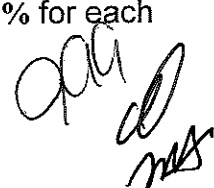
1. Effective and retroactive to January 1, 2019, there shall be an across-the-board increase of 2.25% for each Employee.

2. Effective January 1, 2020, there shall be an across-the-board increase of 2.25% for each Employee.

3. Effective January 1, 2021, there shall be an across-the-board increase of 2.5% for each Employee.

4. Effective January 1, 2022, there shall be an across-the-board increase of 2.5% for each Employee.

5. Effective January 1, 2023, there shall be an across-the-board increase of 2.5% for each Employee.



- A. Employees, if required to attend a meeting of a Board, Commission, Agency, Council Meeting or Special Public Meeting designated by the Mayor and Council after working hours, employee will be compensated \$225 per meeting. If Employee fails to attend such meeting, employee will not be compensated. Employees will be compensated for budget hearings paid at a flat fee of \$250 total no matter how many meeting dates called in a single year. Meeting attendance must be approved and signed off by the Borough Administrator prior to the attendance of the meeting. The following boards, agencies and commissions shall apply: Traffic Safety Commission, Recreation Commission, Environmental Commission, Construction Board of Appeals, Council Meetings, Property Board of Appeals, Planning Board, Zoning Board, Greenbrook Flood Commission, Office on Aging Advisory Board and Business Advisory Group.
  
- B. Confidential Employees: Employees who have been in title as Confidential Assistant I for 5 years shall automatically be moved into the Confidential Assistant II category on their 5<sup>th</sup> year anniversary date and said salary to be pursuant to the Salary Ordinance.

**ARTICLE XXIX — FULLY-BARGAINED AGREEMENT**

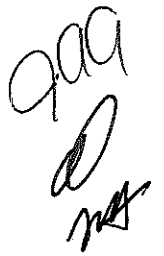
1. The Employer and the Association agree that this Agreement is the complete agreement between them and that no other understandings or Agreements and no past practices shall be binding on the Employer or the Association during the term of this Agreement unless agreed to in writing between the Employer and the Association subsequent to the date of execution of the Agreement.

2. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter; whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiate or signed this Agreement.

3. It is the intent of the parties that the provisions of this Agreement except where noted in this Agreement will supersede all prior Agreements and understanding, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights to claims which may be asserted. The Association, for the life of this Agreement, hereby waives any rights to request to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right claim not expressed in this Agreement.

4. This Agreement is separate and distinct from, and independent of all other Agreements entered into between the Association and other Employer organizations, irrespective of any similarity between this Agreement and any such other Agreements. No act or thing done by the parties to such other Agreements, or notices given under the provisions thereof, shall change or modify this Agreement, or in any manner affect the contractual relationship of the parties hereto.

5. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.



**ARTICLE XXX — ACCESS TO PERSONNEL FILES**

An Employee covered by this Agreement shall have the right to inspect and obtain copies of documents from his/her personal history file maintained at Borough Hall at any reasonable time upon five (5) working days' written notice to the Borough Administrator thereof. The contents of the Employee's personal history shall not be made public unless required in disciplinary proceedings or by court order or subpoena process in a judicial proceeding. An Employee covered by this Agreement shall be allowed to place in such file a response to anything contained herein within seven (7) working days of receipt of the document.

**ARTICLE XXXI — SEPARATION FROM SERVICES**

Employees who have attained permanent status may be temporarily suspended from the Municipality's employ by layoff or suspension, or permanently separated by resignation, dismissal or retirement, subject to the rules and regulations of Civil Service of the State of New Jersey.

1. Termination other than for cause: Whenever an employee is laid off or replaced for any reason other than for cause, such employee shall be given 90 working days notice.

2. Resignation: An Employee may resign from their position by tendering a written letter of resignation to the Borough Administrator who, in turn, shall forward it to the Council Liaison of the department. Unless there are disciplinary charges pending against the Employee, the Administrator shall notify the Employee of acceptance of their resignation in good standing. An Employee shall give a minimum of 30 working days notice before the effective date of their resignation. Failure to do so will result in a loss of vacation and sick day credit.

Resignation by members of this bargaining unit will be governed by Borough Ordinances, Established Practices and Precedents accorded to and governing all other employees.

Handwritten signature or initials in the bottom right corner of the page, possibly reading '900' followed by a stylized signature.

ARTICLE XXXII — SIGN OFF

IN WITNESS WHEREOF, the parties hereto have caused those present to be signed by their duly authorized officers the day and year first written above.

AGREED:

SOUTH PLAINFIELD PROFESSIONAL  
MANAGER'S ASSOCIATION (SPPMA)

BOROUGH OF SOUTH PLAINFIELD

\_\_\_\_\_  
*Mary Frances Delaney*

*[Signature]*  
\_\_\_\_\_

ATTEST:

*[Signature]*  
\_\_\_\_\_

*[Signature]*  
\_\_\_\_\_

*[Signature]*  
\_\_\_\_\_

*[Handwritten initials]*



*Handwritten initials/signature*

**Borough of South Plainfield  
Professional Managers  
Health Insurance Grid  
PPO**

APPENDIX H

SINGLE	2018 BASE RATE		2018		Contribution %		2019	2020	2021	2022	2023
	-	+	-	+	2018	2019	2019	TBD	TBD	TBD	TBD
35,000.00	-	39,999.99	1,517.80	30,541.00	4.97%	1,426.73	3.98%	TBD	TBD	TBD	TBD
40,000.00	-	44,999.99	1,655.78	30,541.00	5.42%	1,556.43	4.34%	3.98%	3.28%	2.98%	2.44%
45,000.00	-	49,999.99	1,931.74	30,541.00	6.33%	1,815.84	5.06%	4.94%	3.58%	3.25%	2.66%
50,000.00	-	54,999.99	2,759.63	30,541.00	9.04%	2,594.05	7.23%	5.66%	4.17%	3.80%	3.10%
55,000.00	-	59,999.99	3,173.58	30,541.00	10.39%	2,983.17	8.31%	7.23%	5.66%	5.42%	4.43%
60,000.00	-	64,999.99	3,725.51	30,541.00	12.20%	3,501.98	9.76%	8.31%	6.23%	6.23%	5.09%
65,000.00	-	69,999.99	4,001.47	30,541.00	13.10%	3,761.38	10.48%	9.76%	7.32%	7.32%	5.98%
70,000.00	-	74,999.99	4,415.42	30,541.00	14.46%	4,150.49	11.57%	10.48%	8.65%	8.65%	6.42%
75,000.00	-	79,999.99	4,953.40	30,541.00	16.16%	4,280.20	12.29%	11.57%	9.54%	9.54%	7.08%
80,000.00	-	84,999.99	5,620.40	30,541.00	18.40%	4,409.90	12.65%	12.29%	10.14%	10.14%	7.31%
85,000.00	-	89,999.99	6,429.36	30,541.00	21.08%	4,539.60	12.65%	12.65%	10.44%	9.22%	7.53%
90,000.00	-	94,999.99	7,488.86	30,541.00	24.51%	4,669.30	12.65%	12.65%	10.44%	9.45%	7.75%
95,000.00	-	99,999.99	8,815.84	30,541.00	28.85%	4,799.00	12.65%	12.65%	10.44%	9.45%	7.75%
100,000.00	+	109,999.99	10,689.53	30,541.00	35.00%	4,928.70	12.65%	12.65%	10.44%	9.45%	7.75%
MEMBER/SPOUSE OR MEMBER/CHILD											
35,000.00	-	39,999.99	1,609.77	30,541.00	5.27%	1,513.18	4.22%	TBD	TBD	TBD	TBD
40,000.00	-	44,999.99	1,839.74	30,541.00	6.02%	1,729.36	4.82%	3.48%	3.16%	3.16%	2.58%
45,000.00	-	49,999.99	2,259.67	30,541.00	7.53%	2,161.69	6.02%	3.96%	3.61%	3.61%	2.95%
50,000.00	-	54,999.99	3,449.51	30,541.00	11.29%	3,242.54	9.04%	4.97%	4.52%	4.52%	3.69%
55,000.00	-	59,999.99	3,909.44	30,541.00	12.80%	3,674.87	10.24%	5.45%	5.00%	5.00%	4.00%
60,000.00	-	64,999.99	4,829.31	30,541.00	15.81%	4,539.55	12.65%	7.45%	6.78%	6.78%	5.53%
65,000.00	-	69,999.99	5,289.25	30,541.00	17.32%	4,971.90	13.85%	8.45%	7.68%	7.68%	6.27%
70,000.00	-	74,999.99	5,979.15	30,541.00	19.58%	5,620.40	15.66%	10.44%	9.49%	9.49%	7.55%
75,000.00	-	79,999.99	6,209.12	30,541.00	20.33%	5,836.57	16.26%	11.43%	10.39%	10.39%	8.49%
80,000.00	-	84,999.99	6,439.08	30,541.00	21.08%	6,052.74	16.87%	12.92%	12.20%	12.20%	9.59%
85,000.00	-	89,999.99	6,899.02	30,541.00	22.59%	6,268.91	18.07%	13.42%	13.52%	13.52%	9.96%
90,000.00	-	94,999.99	7,488.86	30,541.00	24.51%	6,485.08	18.07%	14.91%	14.65%	14.65%	10.33%
95,000.00	-	99,999.99	8,048.86	30,541.00	26.35%	6,699.25	18.07%	16.40%	15.81%	15.81%	11.07%
100,000.00	+	109,999.99	9,725.28	30,541.00	31.83%	6,915.42	18.07%	17.99%	17.30%	17.30%	12.91%
FAMILY											
35,000.00	-	39,999.99	1,832.49	30,541.00	6.00%	1,722.54	4.80%	TBD	TBD	TBD	TBD
40,000.00	-	44,999.99	2,137.51	30,541.00	7.00%	2,009.64	5.60%	3.96%	3.60%	3.60%	2.94%
45,000.00	-	49,999.99	2,748.74	30,541.00	9.00%	2,583.82	7.20%	4.62%	4.20%	4.20%	3.43%
50,000.00	-	54,999.99	3,664.98	30,541.00	12.00%	3,445.08	9.60%	5.94%	5.40%	5.40%	4.41%
55,000.00	-	59,999.99	4,275.81	30,541.00	14.00%	4,019.26	11.20%	7.92%	7.20%	7.20%	5.88%
60,000.00	-	64,999.99	5,192.06	30,541.00	17.00%	4,880.54	13.60%	9.24%	8.40%	8.40%	6.86%
65,000.00	-	69,999.99	5,802.89	30,541.00	19.00%	5,454.72	15.20%	11.22%	10.20%	10.20%	8.33%
70,000.00	-	74,999.99	6,719.13	30,541.00	22.00%	6,315.98	17.60%	12.54%	11.40%	11.40%	9.31%
75,000.00	-	79,999.99	7,024.55	30,541.00	23.00%	6,603.08	18.40%	14.52%	13.20%	13.20%	10.78%
80,000.00	-	84,999.99	7,329.96	30,541.00	24.00%	6,890.16	19.20%	15.84%	14.40%	14.40%	11.76%
85,000.00	-	89,999.99	7,940.79	30,541.00	26.00%	7,464.34	20.80%	17.16%	15.60%	15.60%	12.74%
90,000.00	-	94,999.99	8,551.62	30,541.00	28.00%	8,038.52	22.40%	18.48%	16.80%	16.80%	13.72%
95,000.00	-	99,999.99	8,857.04	30,541.00	29.00%	8,325.62	23.20%	19.14%	17.40%	17.40%	14.21%
100,000.00	-	109,999.99	9,773.28	30,541.00	32.00%	9,186.88	25.60%	21.41%	19.20%	19.20%	15.68%
110,000.00	+	119,999.99	10,689.53	30,541.00	35.00%	10,048.16	28.00%	23.10%	21.00%	21.00%	17.15%

Note that 2019 shall be the same contribution dollar amount as 2018 minus 6%. 2020 to 2023 Percentage is then based on the current premium

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Borough of South Plainfield  
Professional Managers  
Health Insurance Grid  
Direct Access

APPENDIX H

SINGLE	2018 BASE RATE		2018		2019		Contribution % 2018		Contribution % 2019		2020		2021		2022		2023	
	-	+	-	+	-	+	-	+	-	+	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
35,000.00	-	39,999.99	1,454.71		29,272		4.97%		1,367.43		TBD		TBD		TBD		TBD	
40,000.00	-	44,999.99	1,586.95		29,272		4.97%		1,367.43		TBD		TBD		TBD		TBD	
45,000.00	-	49,999.99	1,851.44		29,272		5.42%		1,491.73		TBD		TBD		TBD		TBD	
50,000.00	-	54,999.99	2,644.92		29,272		6.32%		1,740.35		TBD		TBD		TBD		TBD	
55,000.00	-	59,999.99	3,041.66		29,272		9.04%		2,486.22		TBD		TBD		TBD		TBD	
60,000.00	-	64,999.99	3,570.64		29,272		10.39%		2,859.16		TBD		TBD		TBD		TBD	
65,000.00	-	69,999.99	3,835.13		29,272		12.20%		3,356.40		TBD		TBD		TBD		TBD	
70,000.00	-	74,999.99	4,231.87		29,272		13.10%		3,605.02		TBD		TBD		TBD		TBD	
75,000.00	-	79,999.99	4,364.12		29,272		14.46%		3,977.86		TBD		TBD		TBD		TBD	
80,000.00	-	84,999.99	4,496.36		29,272		14.91%		4,102.27		TBD		TBD		TBD		TBD	
85,000.00	-	89,999.99	4,628.61		29,272		15.36%		4,226.58		TBD		TBD		TBD		TBD	
90,000.00	-	94,999.99			29,272		15.81%		4,350.89		TBD		TBD		TBD		TBD	
95,000.00	+				29,272						TBD		TBD		TBD		TBD	
100,000.00	+				29,272						TBD		TBD		TBD		TBD	
105,000.00	-	109,999.99			29,272						TBD		TBD		TBD		TBD	
110,000.00	-				29,272						TBD		TBD		TBD		TBD	
MEMBER/SPOUSE OR MEMBER/CHILD																		
35,000.00	-	39,999.99	1,542.85		29,272		5.27%		1,450.28		TBD		TBD		TBD		TBD	
40,000.00	-	44,999.99	1,763.26		29,272		6.02%		1,657.46		TBD		TBD		TBD		TBD	
45,000.00	-	49,999.99	2,204.08		29,272		7.53%		2,071.84		TBD		TBD		TBD		TBD	
50,000.00	-	54,999.99	3,306.11		29,272		11.29%		3,107.74		TBD		TBD		TBD		TBD	
55,000.00	-	59,999.99	3,746.93		29,272		12.80%		3,522.41		TBD		TBD		TBD		TBD	
60,000.00	-	64,999.99	4,628.56		29,272		15.81%		4,350.85		TBD		TBD		TBD		TBD	
65,000.00	-	69,999.99	5,069.38		29,272		17.32%		4,765.22		TBD		TBD		TBD		TBD	
70,000.00	-	74,999.99	5,730.60		29,272		19.58%		5,386.76		TBD		TBD		TBD		TBD	
75,000.00	-	79,999.99	5,951.01		29,272		20.33%		5,595.95		TBD		TBD		TBD		TBD	
80,000.00	-	84,999.99	6,171.41		29,272		21.08%		5,801.13		TBD		TBD		TBD		TBD	
85,000.00	-	89,999.99	6,612.23		29,272		22.59%		6,215.50		TBD		TBD		TBD		TBD	
90,000.00	-	94,999.99	7,714.27		29,272		26.35%		7,251.41		TBD		TBD		TBD		TBD	
95,000.00	+				29,272						TBD		TBD		TBD		TBD	
100,000.00	+				29,272						TBD		TBD		TBD		TBD	
105,000.00	-	109,999.99			29,272						TBD		TBD		TBD		TBD	
110,000.00	-				29,272						TBD		TBD		TBD		TBD	
FAMILY																		
35,000.00	-	39,999.99	1,756.31		29,272		6.00%		1,650.93		TBD		TBD		TBD		TBD	
40,000.00	-	44,999.99	2,049.03		29,272		7.00%		1,926.09		TBD		TBD		TBD		TBD	
45,000.00	-	49,999.99	2,634.46		29,272		9.00%		2,476.39		TBD		TBD		TBD		TBD	
50,000.00	-	54,999.99	3,512.62		29,272		12.00%		3,301.66		TBD		TBD		TBD		TBD	
55,000.00	-	59,999.99	4,098.05		29,272		14.00%		3,852.17		TBD		TBD		TBD		TBD	
60,000.00	-	64,999.99	4,976.21		29,272		17.00%		4,677.64		TBD		TBD		TBD		TBD	
65,000.00	-	69,999.99	5,561.64		29,272		19.00%		5,227.94		TBD		TBD		TBD		TBD	
70,000.00	-	74,999.99	6,439.80		29,272		22.00%		6,053.41		TBD		TBD		TBD		TBD	
75,000.00	-	79,999.99	6,732.51		29,272		23.00%		6,328.56		TBD		TBD		TBD		TBD	
80,000.00	-	84,999.99	7,025.23		29,272		24.00%		6,603.72		TBD		TBD		TBD		TBD	
85,000.00	-	89,999.99	7,610.67		29,272		26.00%		7,154.03		TBD		TBD		TBD		TBD	
90,000.00	-	94,999.99	8,196.10		29,272		28.00%		7,704.33		TBD		TBD		TBD		TBD	
95,000.00	-	99,999.99	8,488.82		29,272		29.00%		7,975.49		TBD		TBD		TBD		TBD	
100,000.00	-	109,999.99	9,566.97		29,272		32.00%		8,804.95		TBD		TBD		TBD		TBD	
110,000.00	+		10,245.13		29,272		35.00%		9,630.42		TBD		TBD		TBD		TBD	

Note that 2019 shall be the same contribution dollar amount as 2018 minus 6%. 2020 to 2023 Percentage is then based on the current premium

ADOPT PROVISIONS OF CHAPTER 436, P.L. 1981-Health Benefits for Employees Retired Over 25 years of Service. (See Exhibit "D" (13937B) attached hereto and made a part hereof.)

Be it resolved, by the Mayor and Council of the Borough of South Plainfield, New Jersey, that:

A Resolution to adopt the provisions of Chapter 436, Public Laws of 1981 to permit local public employers to pay the premium charges for certain eligible pensioners and their dependents and to pay Medicare charges for such retirants and their spouses covered by the New Jersey State Health Benefits Program.

Be It Resolved:

1. The Borough of South Plainfield in the County of Middlesex hereby elects to adopt the provisions of Chapter 436, Public Laws of 1981 and adhere to the rules and regulations promulgated by the State Health Benefits Commission to implement the provisions of the law.
2. We hereby acknowledge that the rules and regulations of the State Health Benefits Commission established that Chapter 436, Public Laws of 1981 does:
  - (a) Apply to all eligible present and future pensioners of the employer and their dependents and surviving spouses.
  - (b) Continue as long as the State is paying the cost of its eligible pensioners and their dependents in accordance with the provisions of Chapter 75, Public Laws of 1972.
  - (c) Provide for local employer reimbursement of Federal Medicare premiums for eligible pensioners and/or their spouses, as well as the payment of health insurance premiums required by the program, on a basis comparable to the reimbursement made by the State to its eligible pensioners and their spouses in accordance with the provisions of Chapter 75, Public Laws of 1972.
  - (d) Require the local employer to pay the full cost of such premiums and Medicare charges.
3. We hereby agree to pay the premium or periodic charges for the benefits provided to all eligible retired employees, their dependents and surviving spouses covered under the program, if such employees retired from a State or locally administered retirement system effective after the date the employer adopted the State Health Benefits Program on a benefit based on 25 years or more of service credited in such retirement system, excepting the employees who elected deferred retirement, but including the employees who retired on disability pensions based on fewer years of service credited in such retirement system and also to reimburse such retired employees for their premium charges under Part B of the Federal Medicare Program covering the retired employees and their spouses in accordance with the regulations of the State Health Benefits Commission.
4. This resolution shall provide for an effective date not earlier than the first day of the month at least 90 days following the receipt of such resolution by the Health Benefits Bureau in the State Division of Pensions.

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ADOPT PROVISIONS OF CHAPTER 436, P.L. 1981-Health Benefits for Employees Retired Over 25 years of Service. (See Exhibit "D" (13937B) attached hereto and made a part hereof.)

Be it resolved, by the Mayor and Council of the Borough of South Plainfield, New Jersey, that:

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Be It Resolved:

1. The Borough of South Plainfield in the County of Middlesex hereby elects to adopt the provisions of Chapter 436, Public Laws of 1981 and adhere to the rules and regulations promulgated by the State Health Benefits Commission to implement the provisions of the law.
2. We hereby acknowledge that the rules and regulations of the State Health Benefits Commission established that Chapter 436, Public Laws of 1981 does:
  - (a) Apply to all eligible present and future pensioners of the employer and their dependents and surviving spouses.
  - (b) Continue as long as the State is paying the cost of its eligible pensioners and their dependents in accordance with the provisions of Chapter 75, Public Laws of 1972.
  - (c) Provide for local employer reimbursement of Federal Medicare premiums for eligible pensioners and/or their spouses, as well as the payment of health insurance premiums required by the program, on a basis comparable to the reimbursement made by the State to its eligible pensioners and their spouses in accordance with the provisions of Chapter 75, Public Laws of 1972.
  - (d) Require the local employer to pay the full cost of such premiums and Medicare charges.
3. We hereby agree to pay the premium or periodic charges for the benefits provided to all eligible retired employees, their dependents and surviving spouses covered under the program, if such employees retired from a State or locally administered retirement system effective after the date the employer adopted the State Health Benefits Program on a benefit based on 25 years or more of service credited in such retirement system, excepting the employees who elected deferred retirement, but including the employees who retired on disability pensions based on fewer years of service credited in such retirement system and also to reimburse such retired employees for their premium charges under Part B of the Federal Medicare Program covering the retired employees and their spouses in accordance with the regulations of the State Health Benefits Commission.
4. This resolution shall provide for an effective date not earlier than the first day of the month at least 90 days following the receipt of such resolution by the Health Benefits Bureau in the State Division of Pensions.

Handwritten initials/signature in the right margin.

(SEAL)

Approved ..... September 9, 1985

Clerk of the Borough of South Plainfield

Mayor of the Borough of South Plainfield

I certify the foregoing to be a true and correct abstract of a resolution regularly passed at a meeting of the Common Council of the Borough of South Plainfield, held

September 9, 1985

and in that respect a true and correct copy of its minutes.

COMMITTEE

Resolution #19:

Appendix A

ADOPT PROVISIONS OF CHAPTER 436, P.L. 1981-Health Benefits for Employees Retired Over 25 years of Service. (See Exhibit "D" (L3937B) attached hereto and made a part hereof.)

Be it resolved, by the Mayor and Council of the Borough of South Plainfield, New Jersey, that:

A Resolution to adopt the provisions of Chapter 436, Public Laws of 1981 to permit local public employers to pay the premium charges for certain eligible pensioners and their dependents and to pay Medicare charges for such retirants and their spouses covered by the New Jersey State Health Benefits Program.

Be It Resolved:

1. The Borough of South Plainfield in the County of Middlesex hereby elects to adopt the provisions of Chapter 436, Public Laws of 1981 and adhere to the rules and regulations promulgated by the State Health Benefits Commission to implement the provisions of the law.
2. We hereby acknowledge that the rules and regulations of the State Health Benefits Commission established that Chapter 436, Public Laws of 1981 does:
  - (a) Apply to all eligible present and future pensioners of the employer and their dependents and surviving spouses.
  - (b) Continue as long as the State is paying the cost of its eligible pensioners and their dependents in accordance with the provisions of Chapter 75, Public Laws of 1972.
  - (c) Provide for local employer reimbursement of Federal Medicare premiums for eligible pensioners and/or their spouses, as well as the payment of health insurance premiums required by the program, on a basis comparable to the reimbursement made by the State to its eligible pensioners and their spouses in accordance with the provisions of Chapter 75, Public Laws of 1972.
  - (d) Require the local employer to pay the full cost of such premiums and Medicare charges.
3. We hereby agree to pay the premium or periodic charges for the benefits provided to all eligible retired employees, their dependents and surviving spouses covered under the program, if such employees retired from a State or locally administered retirement system effective after the date the employer adopted the State Health Benefits Program on a benefit based on 25 years or more of service credited in such retirement system, excepting the employees who elected deferred retirement, but including the employees who retired on disability pensions based on fewer years of service credited in such retirement system and also to reimburse such retired employees for their premium charges under Part B of the Federal Medicare Program covering the retired employees and their spouses in accordance with the regulations of the State Health Benefits Commission.
4. This resolution shall provide for an effective date not earlier than the first day of the month at least 90 days following the receipt of such resolution by the Health Benefits Bureau in the State Division of Pensions.

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Be it resolved, by the Mayor and Council of the Borough of South Plainfield, New Jersey, that:

WHEREAS, the Mayor and Council of the Borough of South Plainfield has previously adopted a resolution on September 9, 1985, which resolution incorporated updated changes in the "State Health Benefits", as provided by Chapter 436, Public Laws of 1981; and

WHEREAS, those changes provided for the payment of premium or periodic charges for State Health Benefits to all eligible retired employees having 25 years or more of credited service in the retirement system and included the spouses and dependents of said employees; and

WHEREAS, in certain instances where employees with more than 25 years of credited service have died prior to their becoming eligible retired employees; and

WHEREAS, in those instances the dependents, including said employees' spouses, are hence denied the benefits of the previous resolutions' mandated changes; and

WHEREAS, the denial of Health Benefits to said employees' spouses and dependents have and will cause serious financial consequences owing to the high cost of replacement insurance coverage.

NOW, THEREFORE, BE IT RESOLVED, that the Borough of South Plainfield, as local employer, shall pay the cost of premium or periodic charges for health insurance coverage, including Federal Medicare premiums, for the spouses and dependents of any employee with 25 or more years of credited service in the retirement system in those instances where said employees have died prior to their effective retirement.

BE IT FURTHER RESOLVED, that this resolution shall be retroactive to the date of the prior resolution, September 9, 1985.

(SEAL)

Approved ..... DEC 23 1985 ..... 19

W. W. De Scht  
Clerk of the Borough of South Plainfield

s/ Michael English  
Mayor of the Borough of South Plainfield

I certify the foregoing to be a true and correct abstract of a resolution regularly passed at a meeting of the Common Council of the Borough of South Plainfield, held

DEC 23 1985

and in that respect a true and correct copy of its minutes.

W. W. De Scht  
Clerk of the Borough of South Plainfield

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**ORDINANCE - 2160**

**ORDINANCE THAT AMENDS ORDINANCE 2129 THAT PROVIDES FOR THE COMPENSATION OF EMPLOYEES OF SOUTH PLAINFIELD AND THE METHOD OF PAYMENT OF SUCH COMPENSATION FOR THE YEARS 2020 THROUGH 2023 FOR NON-UNION PROFESSIONALS AND GOVERNING BODY**

**BE IT ORDAINED** by the Mayor and Council of the Borough of South Plainfield, County of Middlesex, State of New Jersey, as follows:

**SECTION 1:** The rates of compensation for each employee of the Borough of South Plainfield shall be on an annual basis as follows except where indicated. Such rates of pay shall be effective on January 1st of the years show, except if otherwise noted:

<b>Position</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
Administrator	32,091	32,893	33,715	34,558
Municipal Clerk	88,719	90,936	93,210	95,540
Deputy Clerk	\$225.00 per meeting as needed basis only	\$225.00 per meeting as needed basis only	\$225.00 per meeting as needed basis only	\$225.00 per meeting as needed basis only
Chief Financial Officer	144,624	148,239	151,945	155,744
Confidential Assistant - I	28,520- 42,945	28,520- 44,019	28,520- 45,119	28,520- 46,247
Confidential Assistant - II	46,410	47,571	48,760	49,979
OEM Coordinator	15,000	15,000	15,000	15,000
Registrar Vital Statistics	15,000	15,375	15,759	16,153
Social Service Director	10,368- 20,382	10,368- 20,383	10,368- 20,384	10,368- 20,385
Municipal Housing Liaison	2,451	2,512	2,575	2,639
Affordable Housing Trust Reporter	2,451	2,512	2,575	2,639
Health Benefits Coordinator	5,470	5,607	5,747	5,891
SIAG Coordinator	3,500	3,500	3,500	3,500
DVRT Coordinator	6,421	6,582	6,747	6,915
Mayor	8,607	8,607	8,607	8,607
Council President	6,885	6,885	6,885	6,885
Council Person	5,738	5,738	5,738	5,738
Municipal Prosecutor	46,018	47,168	48,347	49,556
Public Defender	8,773	8,992	9,217	9,448
PACO Compliance Officer	6,638	6,804	6,974	7,148
Municipal Court Judge	51,621	52,911	54,234	55,590
Deputy Registrar & Alt. Deputy Registrar	1,716	1,759	1,803	1,848
Secretary to Mayor	5,428	5,564	5,703	5,846
Tax Collector	29,469	30,205	30,960	31,735
Tax Assessor	101,210	103,740	106,334	108,992
Environmental Specialist	76,480	78,392	80,352	82,360