

AGREEMENT
BETWEEN
THE CITY OF PLAINFIELD
AND
LOCAL 19 POLICEMEN'S BENEVOLENT ASSOCIATION
(SUPERIOR OFFICERS)

EFFECTIVE:
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THROUGH
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TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE NUMBER</u>
PREAMBLE.....	1
ARTICLE I-RECOGNITION.....	2
ARTICLE II-NEGOTIATION PROCEDURE.....	2
ARTICLE III-GRIEVANCE PROCEDURE.....	3
ARTICLE-IV-SUPERIOR OFFICER’S RIGHTS AND PRIVILEGES.....	6
ARTICLE-V-PBA RIGHTS AND PRIVILEGES.....	8
ARTICLE-VI0-CITY’S RIGHTS AND PRIVILEGES.....	9
ARTICLE VII-HOURS OF EMPLOYMENT.....	10
ARTICLE-VIII NON POLICE-DUTIES.....	12
ARTICLE-IX SALARIES.....	13
ARTICLE-X SICK LEAVE AND OTHER LEAVES OF ABSENCE.....	14
ARTICLE XI INSURANCE PROTECTION.....	16
ARTICLE XII-VACATIONS, PERSONAL DAYS AND HOLIDAYS.....	18
ARTICLE XIII-LONGEVITY.....	19
ARTICLE XIV-MISCELLANEOUS.....	20
ARTICLE XV-DURATION OF AGREEMENT.....	23

PREAMBLE

This Agreement entered into the day and year set opposite the signatures of the parties, by and between the City of Plainfield, a Municipal Corporation of the State of New Jersey, hereinafter called the "City", and Local No. 19, Policemen's Benevolent Association (Superior Officers), hereinafter called the "PBA/SOA".

WITNESSETH:

WHEREAS, the City has an obligation, pursuant to NJSA 34:13a-1 *et seq.*, as amended, to negotiate with the PBA/SOA as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement as follows:

ARTICLE I
RECOGNITION

1-1. The City hereby recognizes the PBA/SOA as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all Captains, Lieutenants, and Sergeants, excluding Police Officers, Detectives, and the Chief of Police, whether on active employment or leave of absence authorized by the City.

ARTICLE II
NEGOTIATION PROCEDURE

2-1. The parties agree to enter into collective negotiations over a successor Agreement in accordance with NJSA 34:13A-1 et seq., as amended, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin in accordance with NJAC 19:12-2.1(a). Any Agreement so negotiated shall apply to all Superior Officers in the negotiations unit as defined in Article I entitled "Recognition", be reduced in writing and adopted by both parties.

2-2. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party.

2-3. **Continuing Review of this Agreement.**

(a) Representatives of the City and the PBA Negotiating Committee shall meet at least once each month, unless waived by both parties, for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedures.

(b) Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering the matters they wish to discuss.

(c) All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the Superior Officers involved are free from assigned responsibilities, unless otherwise agreed.

(d) Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing and be adopted by both parties.

2-4. The City agrees not to negotiate concerning said employees in the negotiating unit, as defined, in Article I of the Agreement, with any organization other than the PBA.

2-5. This Agreement shall not be modified in whole or in part by the parties except by an Agreement in writing duly executed by both parties.

ARTICLE III
GRIEVANCE PROCEDURE

3.1 Purpose.

(a) The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

(b) Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss this matter informally with any appropriate member of the department supervisory staff and having the grievance adjusted without the intervention of the Association.

3-2. Definition.

The term grievance used herein means any controversy, difference or dispute arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Association or the City.

3-3. Steps of the Grievance Procedure – Employee.

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, with the exception of disciplinary action and other matters which are cognizable under the Civil Service law of New Jersey and the rules and regulations promulgated by the New Jersey Department of Personnel, in which case such matters shall proceed for resolution, if any in accordance with the aforesaid rules and regulations of the Department of Personnel. In addition, City initiated grievances will proceed in accordance with Section 3-4. The steps of the grievance procedure shall be followed in their entirety unless any step is waived by written mutual consent.

Step One:

Bureau Commander. A grievance shall be filed in writing on the grievance form provided with the employee's Bureau Commander within thirty (30) calendar days after the event giving rise to the grievance. The Bureau Commander shall attempt to resolve the grievance and shall provide a written answer to the grievance within ten (10) calendar days after receipt of the grievance.

Step Two:

Chief of Police. If the grievance is not satisfactorily resolved at Step One, the grievant (employee or PBA) shall file the written grievance with the Chief of Police, with a copy to the Bureau Commander, within ten (10) calendar days of the date the Step One answer was received or should have been received. The grievance shall have a copy of the Step One answer attached

and shall set forth an explanation as to why the grievant is unsatisfied with the Step One answer. The Chief of Police shall attempt to resolve the grievance and shall provide a written answer to the grievance within ten (10) calendar days from its receipt. The PBA shall have the right to initiate a grievance at Step Two if the grievance involves an order of general applicability issued by the Chief of Police.

Step Three:

Director. If the grievance is not satisfactorily resolved at Step Two, the grievant shall file the written grievance with the Director of Public Affairs and Safety, with a copy to the Chief of Police, within ten (10) calendar days of the date the Step Two answer was received or should have been received. The grievance shall have a copy of the Step Two answer attached and shall include an explanation as to why the grievant is unsatisfied with the Step Two answer. The Director shall attempt to resolve the grievance and shall provide a written answer to the grievance within ten (10) working days of its receipt.

Step Four:

City Administrator. If the grievance is not satisfactorily resolved at Step Three, the grievant shall file the written grievance with the City Administrator, with a copy to the Director of Public Affairs and Safety, within ten (10) calendar days of the date the Step Three answer was received or should have been received. The written grievance shall have a copy of the Step Three answer attached and shall include an explanation as to why the grievant is unsatisfied with the Step Three answer. The City Administrator shall attempt to resolve the grievance and shall provide a written answer to the grievance within ten (10) working days of its receipt.

Step Five – Arbitration

In the event the matter has not been satisfactorily resolved at Step Four, the Association may within forty-five (45) calendar days file with the Public Employment Relations Commission for the selection of an Arbitrator in accordance with its rules, regulations and procedures then in effect. A copy of the demand for arbitration shall be simultaneously filed with the City Administrator.

The arbitrator so selected shall be bound by the terms of this Agreement and shall have no authority to add to, subtract from or in any way modify or change the terms of this Agreement. The arbitrator shall further be bound by the laws of the State of New Jersey as well as the decisional law of PERC and the courts of the State of New Jersey.

The arbitrator so selected shall hear the dispute at a mutually agreeable date, time and place.

The decision of the arbitrator shall be final and binding on the parties, except that either party may seek to vacate or confirm an arbitration award in a court of competent jurisdiction. The decision of the arbitrator shall be in writing and set forth the arbitrator's findings of fact, the reason therefore and conclusion on the issue(s) submitted. The decision of the arbitrator shall be rendered within thirty (30) calendar days from the date the hearing was closed, unless mutually extended in writing by the parties to this Agreement.

No one arbitrator shall have more than one grievance submitted to him/her, and under consideration by him/her, at any one time unless the parties to this Agreement otherwise agree in writing. A grievance shall be deemed under the consideration of an arbitrator until he/she has rendered a written decision. If two or more grievances present the same factual and legal issues, either party may request consolidation before the same arbitrator which request shall not be unreasonably withheld.

The costs for the services of the arbitrator shall be borne equally by the parties. All other expenses, including but not limited to, the presentation of witnesses and attorneys fees, shall be paid by the party incurring the same.

3-4. **City Grievances.**

Grievances initiated by the City shall be filed directly with the PBA President within thirty (30) calendar days after the event giving rise to the grievance which has occurred. A meeting shall be held within ten (10) calendar days after the filing of the grievance between representatives of the City and PBA in an earnest effort to adjust the difference between the parties. In the event the parties are unable to resolve their differences, the matter shall proceed to Arbitration in accordance with Step Five above, including the same manner of costs.

3-5. **Rights of Superior Officer Representation.**

(a) Any party in interest may be represented at all stages of the grievance or disciplinary hearing procedure by himself, or at his option, by a representative selected or approved by the PBA or by Counsel of his choice. When a Superior Officer is not represented by the PBA, the PBA shall have the right to be present and to state its views at all stages of the grievance procedure. If a Superior Officer is not a member of the PBA, consent must be granted by said Superior Officer in order for a PBA representative to be present.

The parties agree that their respective agents, servants or employees will not engage in any acts of reprisal or harassment against anyone by reason of utilization or participation in the grievance/arbitration procedure set forth in the Article or by reason of participation in any lawful action of the collective negotiation or bargaining process.

3-6. Miscellaneous.

(a) Forms for filing grievances, serving notices, taking appeal, making reports and recommendations and other necessary documents shall be prepared by the Director of Public Affairs and Safety and the Police Chief in consultation with the PBA and given appropriate distribution so as to facilitate operation of the grievance procedure.

(b) All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives unless public hearings are required by Law.

(c) The time limits set forth in this Article shall be adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step with the time limits prescribed in this Article, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a written answer is not given within the time limits prescribed at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing in writing to extend or contract the time limits for processing the grievance at any step in the grievance/arbitration procedure.

3-7. The Director of the Department of Public Affairs and Safety or his/her designee shall be the departmental Hearing Officer in all Police Department disciplinary matters.

3-8. The PBA president and/or designee shall have the right to mediate with the Chief of Police/designee all penalties imposed for Minor Discipline. Should the PBA President/designee and the Chief of Police/designee fail to reach consensus via the penalty mediation process, the PBA and/or the affected employee shall have the right to initiate the grievance process at step three, Department Director level.

ARTICLE IV

SUPERIOR OFFICER'S RIGHTS

4-1. Pursuant to NJSA 34:13A-1 et seq., as amended, the City and the Association hereby agree that every Superior Officer shall have the right to freely organize, join or support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection or to refrain from doing so. Both the City and the Association agree that they shall not directly or indirectly discourage, deprive or coerce any Superior Officer in the enjoyment of any rights conferred by NJSA 34:13A-1 et seq., as amended, or other Laws of New Jersey or the Constitution of New Jersey and the United States.

4-2. **Agency Shop.**

- (a) Any full time employee in the bargaining unit on the effective date of this Agreement who does not join the Employee Representative Group within thirty (30) working days thereafter, or any new full-time employee who does not join the Employee Representative Group within thirty (30) days of eligibility to join PBA Local 19, and any full-time employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Employee Representative Group by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular monthly Employee Representative Group dues, fees, and assessments as certified to the Employer by the Employee Representative Group.
- (b) The Employee Representative Group may revise its certification of the amount of each representation fee at any time to reflect any changes in the regular Employee Representative Group membership dues, fees and assessments.
- (c) It is clearly recognized and understood that such representation fee does not accord to such persons any benefit which is clearly an affordable benefit of members in good standing of the Employee Representative Group, but rather affords adequate or sufficient rights related to the right to PBA representation granted by State Statute, City Ordinance, and/or contractual obligation.
- (d) The employee Representative Group's entitlement to the representation fee shall be continued beyond the termination date of this Agreement so long as the Employee Representative Group remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the parties to this Agreement.
- (e) Any full-time employee in the bargaining unit who is a member in good standing of the Employee Representative Group may authorize a payroll deduction to the Employee Representative Group for a particular PBA-sanctioned program or purpose. Said amount deducted shall represent the employee's pro rata share of expenditures by the PBA for the particular program or purpose.
- (f) The Employee Representative Group agrees that it will indemnify and save or hold harmless the City against any and all actions, claims, demands, losses, or expenses for legal fees, provided and limited to those of the attorney of choosing of the Employee Representative Group to defend against such action, in any matter resulting from action

taken by the City in good faith at the request of the Employee Representative Group under this Article.

4-3. No Officer shall be disciplined without just cause. All disciplinary matters not covered by the rules and regulations of the New Jersey Department of Personnel shall be processed through the grievance procedure and shall be arbitrable.

ARTICLE V

PBA RIGHTS AND PRIVILEGES

5-1. The City agrees to make available to the PBA in response to reasonable requests, available information concerning the financial resources of the City and the names and addresses of all Superior Officers which the PBA may require in collective negotiations or the processing of grievances.

5-2. Whenever any representatives of the PBA or any Superior Officer is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

5-3. The PBA shall have the right to use the bulletin board at Police Headquarters to post appropriate materials. All said postings shall be on PBA letterhead and signed by the PBA President or PBA State Delegate.

5-4. The President, Vice President, Recording Secretary, Financial Secretary, Treasurer, Sergeant of Arms and State Delegate of the PBA may request the opportunity to attend regular PBA monthly meetings without loss of pay in the event that any of the aforementioned individuals are scheduled for duty during the time of the meeting. This request is subject to approval by the Chief of Police and if denied, subject to appeal to the Director of Public Affairs and Safety whose paramount concern shall be the needs of the Police services and the City. Therefore, either the Chief of Police and/or the Director of Public Affairs and Safety may deny the request for attendance by any or all of the aforementioned individuals at such meetings in the event in their sole judgment such denial would be inconsistent with the needs of the Police services and the City.

5-5. The PBA President or other single designee of the PBA shall have the option to be assigned to day hours to permit said Officer or designee to attend to PBA business.

5-6. In addition to the PBA Delegate and PBA President, a representative of the SOA shall be permitted time off from duty with pay and without loss of any other benefit to attend the entire State PBA Mini-convention.

ARTICLE VI
CITY RIGHTS AND PRIVILEGES

6-1. Management Responsibilities.

It is recognized that the management of the City government, the control of its properties and the maintenance of order and safety, is solely a responsibility of the City. Accordingly, the City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and 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 without limiting the generality of the foregoing, the following rights:

- i. The executive management and administrative control of the City Government and its properties and facilities, and the activities of its employees.
- ii. The selection and direction of the work forces, including the right to hire, suspend or discharge for just cause, assign promote or transfer.

The exercise of the foregoing powers, rights authority, duties or responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and the Ordinances of the City of Plainfield.

Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40A, 11 and 11A or any other National, State, County or Local Laws or Ordinances. The City shall have the right to take unilateral actions pursuant to federal and/or state statutory mandates, e.g., Commercial Motor Vehicle Safety Act, Drug Free Workplace Act, etc., subject to the City's legal duty to negotiate and subject further to thirty (30) calendar days prior notice of the City's intention to act.

6-2. Maintenance of Operation.

The PBA covenants and agrees that during the term of the agreement neither the PBA 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 concerted willful absence of a Superior Officer from his duties of employment), work stoppage, slowdown, walkout or other mass absenteeism against the City. The PBA agrees that such action would constitute a material breach of this Agreement.

In the event of a strike, slowdown, walkout or organized mass absenteeism, it is covenanted and agreed that participation in any such activity by any PBA member shall be

deemed grounds for disciplinary action including possible termination of employment of such employee or employees.

Nothing contained in the Agreement pursuant to Section 6-2 shall be construed to limit or restrict the City 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 the event of such breach by the PBA or its members.

6-3. Reprisal or Harassment Prohibited.

No reprisals or harassment of any kind shall be taken by the PBA or its representatives against any member of the City bargaining team or any management participant in the grievance procedure by reason of such participation or by reason of participation in the collective bargaining process.

ARTICLE VII

HOURS OF EMPLOYMENT

- 7-1. The following work schedule for the Patrol Division shall be utilized.
- (a) The regular work tour shall consist of four (4) consecutive days on duty followed by four (4) consecutive days off duty.
 - (b) The regular workday shall consist of eleven and one-quarter (11.25) consecutive hours.
 - (c) For purposes of operation and illustration, the Police Administration shall implement two (2) platoons consisting of two (2) Lieutenants, seven (7) Sergeants, and twenty-eight (28) Patrol Officers. However, it is understood and agreed that staffing levels, platoon configuration and numbers and ranking determinations remain a managerial prerogative.
 - (d) There will be two (2) different starting times for the Lieutenants, four (4) different starting times for the Sergeants, and four (4) different starting times for Patrol Officers. Said times will be determined and announced in advance.
 - (e) A seniority-based steady shift, bid procedure shall be implemented as follows:
 - (1) Each Superior Officer and Patrol Officer assigned to Patrol shall be provided with "bid slips." Each Officer will list four (4) shifts in rank order of preference from most to least preferable. The senior-most officer within each respective rank will be given preference. This mechanism shall continue until all shifts are staffed. Once initially done, this procedure shall be repeated annually so that new shift preferences may be given in conjunction with the beginning of each new year.

- (2) Notwithstanding the above, the City shall have the right to utilize an employee with specific and quantifiable qualifications on a shift requiring said qualifications even though said shift may differ from the employee's preference. However, management must state the specific requirements and need and, once said need has been satisfied, the affected employee shall be offered his/her preferred shift at that time.
 - (3) It is understood that said shift assignments may be suspended during times of bona fide Police emergencies. However, the payment of overtime shall not constitute a Police emergency.
 - (4) Individual abuse of sick leave or unacceptable performance (as determined by the Chief of Police or his designee) may constitute just cause for an individual's change of shift. In addition, where just cause exists, other disciplinary measures may be instituted, as may be appropriated. However, in cases of performance deficiencies, said deficiencies must be quantifiable and the Officer must have been provided prior notice of said deficiencies and must have been given a reasonable time period to improve said deficiencies. In the event a Superior Officer's schedule is changed with less than one work tour's notice, that Superior Officer shall receive a payment equivalent to one (1) hour pay at time and one-half (1 1/2). This shall be effective January 1, 2006.
- (f) Whereas, it is the best interest of all parties for the work schedule to function efficiently, a special committee shall be created to review the functioning of the work schedule. The committee shall consist of the Presidents of the PBA and SOA, at least one (1) other Officer from each unit as is designated by each of the Presidents, the Chief of Police, the City Administrator and the Director of Public Affairs and Safety or two (2) other officials as may be appointed by each of those individuals. Statistics shall be provided by Police administration in order to intelligently and effectively analyze the schedule's operation.
- (g) In the event that either party expresses dissatisfaction with the work schedule at the committee meeting referenced herein above, suggestions for scheduled improvement shall be discussed. In the event that a replacement schedule is desired, said new schedule shall be proposed not more than two (2) months following said committee meeting. Said proposed change shall be reviewed and

discussed by all parties. If the parties are unable to agree on a replacement schedule, the Police administration and the negotiations unit shall each draft their own work schedule (which may be the same schedule as is in operation). Both schedules, along with all statistics, testimony, experts and any other supporting exhibits shall be presented to an Arbitrator of mutual agreement for final and binding determination. Should the parties be unable to agree on an arbitrator, one will be appointed utilizing the mechanisms and rules of the Public Employment Relations Commission.

- (h) The parties agree that, except in cases of a bona fide state of emergency and then as a temporary suspension only, no work schedule change may be unilaterally implemented. Should the parties find it necessary to exercise the arbitration provision outlined above, the current work schedule will remain in place until the decision of the arbitrator is received.

7-2. It is hereby agreed that a continuing monitoring of overtime duty hours for Superior Officers shall be made by the City and the PBA, and the City agrees to use its best efforts to recruit sufficient personnel to satisfy the authorized table of organization in order to maintain overtime duty hours at a reasonable level. Assignments would not be made to fill vacancies on an overtime basis unless the unit falls below the minimum strength as designated by the Chief of Police and as approved by the Director of Public Affairs and Safety. It is further agreed that the PBA shall use its best efforts to maintain overtime at the lowest possible figure and to discourage the misuse of overtime.

7-3. Any time worked by Superior Officers in excess of the hours set forth in 7-1 above shall be compensated at the rate of time and one-half (1 ½) cash payment with the exception of those hours set forth in 7-2 herein. Superior Officers will also be given an option of requesting compensatory time off in lieu of payment on a time and one-half (1 1/2) basis.

7-4. All Superior Officers shall receive time and one-half (1 ½) cash payment or may request compensatory time off at time and one-half (1 ½) rate, except that for the first half hour worked after a normal tour of duty, payment will be at straight time.

ARTICLE VIII

NON-POLICE DUTIES

The City and the PBA acknowledge that a Superior Officer's primary responsibility is to perform Police duties and that his energies should, to the fullest extent, be utilized to this end. The City and the PBA agree that Superior Officers have the right to engage in certain outside security work as determined by the Chief of Police. The decisions of the Police Chief relating to

the provisions of Article VII shall be subject to the grievance procedure up to and including Step Four of Section 3-3, but shall not include Step Five.

ARTICLE IX

SALARIES

9-1. Each step of the salary schedule shall be adjusted by the following percentages retroactive to their effective date:

January 1, 2007 – 3.75%

January 1, 2008 – 3.75%

January 1, 2009 – 3.75%

9-2. The salary schedule for Superior Officers shall be as follows:

POLICE SERGEANT

Step	1/1/2007 3.75%	1/1/2008 3.75%	1/1/2009 3.75%
1	\$ 64,716	\$ 67,143	\$ 69,661
2	\$ 67,305	\$ 69,829	\$ 72,447
3	\$ 67,305	\$ 69,829	\$ 72,447
4	\$ 70,675	\$ 73,325	\$ 76,074
5	\$ 74,043	\$ 76,820	\$ 79,701
6	\$ 77,412	\$ 80,315	\$ 83,327
7	\$ 84,154	\$ 87,309	\$ 90,584
8	\$ 87,521	\$ 90,803	\$ 94,209

POLICE LIEUTENANT

Step	1/1/2007 3.75%	1/1/2008 3.75%	1/1/2009 3.75%
1	\$ 74,547	\$ 77,343	\$ 80,243
2	\$ 77,529	\$ 80,437	\$ 83,453
3	\$ 77,529	\$ 80,437	\$ 83,453
4	\$ 81,393	\$ 84,445	\$ 87,612
5	\$ 85,258	\$ 88,455	\$ 91,772
6	\$ 89,122	\$ 92,464	\$ 95,932
7	\$ 96,852	\$ 100,484	\$ 104,252
8	\$ 100,714	\$ 104,491	\$ 108,409

POLICE CAPTAIN

Step	1/1/2007 3.75%	1/1/2008 3.75%	1/1/2009 3.75%
1	\$ 85,967	\$ 89,191	\$ 92,536
2	\$ 89,408	\$ 92,760	\$ 96,239
3	\$ 89,408	\$ 92,760	\$ 96,239
4	\$ 93,870	\$ 97,390	\$ 101,042
5	\$ 98,333	\$ 102,021	\$ 105,846
6	\$ 102,794	\$ 106,649	\$ 110,649
7	\$ 111,719	\$ 115,909	\$ 120,255
8	\$ 116,180	\$ 120,537	\$ 125,057

ARTICLE X

SICK LEAVE AND OTHER LEAVES OF ABSENCE

10-1. Sick leave may be used by an employee who is unable to work because of:
(a) personal illness or injury; (b) exposure to contagious disease; (c) care, for a reasonable period of time, of a seriously ill member of the employee's immediate family (defined herein for the purpose of this section as spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in law and other relatives residing in the employee's household); death in the employee's immediate family for a reasonable period of time once bereavement leave has been exhausted; and (c) by a handicapped employee from absences related to the acquisition or use of an aid for the handicapped when the aid is necessary to function on the job. In such cases, reasonable proof may be required by the employer.

New employees shall only receive one (1) working day for the initial month of employment, if they begin work on the first through the eighth day of the calendar month, and one-half working day if they begin on the ninth through the twenty-third of the month.

After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one (1) working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with one hundred twenty (120) hours. However, sick leave credit shall not accrue on any succeeding January 1st after an employee has resigned or retired, although his or her name is being retained on the payroll until exhaustion of sick leave, vacation leave or other compensatory leave.

Paid sick days shall not accrue during a leave of absence without pay or suspension for fifteen (15) days or more.

An employee who exhausts all paid sick days in any one year shall not be credited with additional paid sick leave until the beginning of the next calendar year. This shall be subject to 11-4 of the collective bargaining agreement.

An employee shall notify his/her supervisor as per Police Division policy if he/she is unable to report to work due to illness or injury as set forth in this section.

When an employee is absent from work because of illness or injury as set forth in this section for more than five (5) consecutive days, his/her supervisor may require the employee to submit a certificate from a physician relating to his/her injury or illness. An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days may be required to submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring absences of one day or less in which case only one certificate shall be necessary for a period of six (6) months. The employer may require proof of illness of an employee on sick leave at any time that it appears reasonable to do so. Abuse of sick leave shall be cause for disciplinary action.

10-2. Upon regular retirement, work connected disability retirement or death for any reason, members shall be entitled to pay at a rate as defined in Section 10-2(a) of this Agreement at the time of retirement or death on the basis of one-third (1/3) day per full day of verifiable sick leave accumulated and not previously used. Upon separation from service in good standing other than said retirements or death, the member shall be entitled to pay at a rate as defined in Section 10-2(a) of this Agreement, at the time of separation on the basis of one-quarter (1/4) day per full day of verifiable sick leave accumulated and not previously used. Accumulated sick leave will be drawn upon a first-in-first-out basis, at the prevailing rate of pay at the time used.

(a) For the purpose of payment of accumulated sick leave (and vacation leave to the extent permitted to carry over from the previous year), unused sick and vacation leave accumulated in 1982 or prior to 1982 will be paid at the 1982 salary rate. All unused sick and vacation leave accumulated in subsequent years will be paid at the salary rate earned during the year in which it is accumulated.

Effective January 1, 1996, payment of accumulated sick leave under the provisions of this Article shall be capped in the amount of \$15,000, regardless of the number of such days accumulated. The six (6) month leave of absence set forth in Section 10-3 shall be excluded from the cap herein.

10-3. **Terminal Leave.**

Immediately prior to the effective date of retirement, an employee shall be entitled to utilize up to six (6) months leave of absence with pay and have such time charged against his/her accumulated and unused sick leave days. A letter of commitment to retire must be signed by the employee and submitted to the Police Chief prior to the grant of terminal leave. The balance of the employee's accumulated and unused sick leave days thereafter shall be paid at the time of retirement on the basis of one-third (1/3) day per full day of verifiable sick leave accumulated and not previously used. Vacation and sick leave time shall not accrue during terminal leave.

10-4. **Other Leaves of Absence.**

Leaves of absence other than sick leave and terminal leave shall be as set forth in Section 11:9 of the Municipal Code of the City of Plainfield.

ARTICLE XI

INSURANCE PROTECTION

11-1. The City shall pay the entire cost of the Traditional Plan (hospitalization coverage administered by Blue Cross and Blue Shield of New Jersey, Inc. and medical/surgical and major medical coverage administered by Blue Cross Shield of New Jersey, Inc.) for all employees and their eligible dependents covered by this Agreement. For those employees choosing to participate in the New Jersey Plus Plan (hospitalization, medical, surgical and major medical coverage administered by Blue Cross and Blue Shield of New Jersey, Inc.) or the various Health Maintenance Organization Plans (hospitalization, medical, surgical and major medical coverage administered by group practice or individual practice health insurance carriers) options instead of the Traditional Plan, the City's financial obligation shall be no higher than the cost of the corresponding Traditional Plan.

11-2. In addition to any and all other Life Insurance coverage currently afforded to uniformed members of the Police Division by virtue of participation in the Police and Firemen's Retirement System, or any other like system, the City will provide each uniformed member of the Police Division a Group Life Insurance Policy of a face value of \$4,000.00.

11-3. **Non-Job Related Disability Income Protection.**

Those Superior Officers who have not yet completed five (5) years of service will be provided a long-term disability insurance plan, which will provide income of fifty percent (50%) of the employee's present salary following the utilization of all sick and vacation leave that would be forthcoming or a one hundred eighty (180) day waiting period, whichever is longer. In the event that an employee exhausts his or her accumulated sick and vacation leave prior to the expiration of the one hundred eighty (180) day waiting period, such payment of fifty percent (50%) of salary

will be provided following determination by the City physician that the employee's illness or injury is of sufficient quality and duration that it could qualify the employee for long-term disability coverage.

Superior Officers with more than five (5) years of service are covered for disability income under the Police and Firemen's Retirement System providing that the employee retires as a result of the disability. The City agrees to provide a supplemental disability income insurance plan to Superior Officers with more than five (5) years of service. Such plan will not become effective until such time as the employee has exhausted all of his or her sick leave and vacation leave and will provide coverage from the time of exhaustion of benefits up until one (1) year from the time of injury or illness commenced. Such payment shall be at fifty percent (50%) of salary and will be provided following a determination by the City physician that the employee's illness or injury is of sufficient quality and duration that it could qualify the employee for long-term disability coverage. One (1) year from the date of the incident or the beginning of the illness all non-job related disability payments will stop and the employee must take advantage of the disability benefits available to the uniformed employee through the Police and Fire Pension Plan, pursuant to Revised City Ordinance §11:9-11A. Employees who are receiving disability payments shall return to work on an alternative or light duty status when it has been determined by the employee's physician and/or the City's physician that an employee is fit for such duty.

11-4. The City may allow, with the approval of the City Administrator, sworn Police personnel who experience a lengthy off-duty illness or injury to borrow up to two (2) years future sick time upon exhaustion of accumulated sick and vacation time. The understanding of this option is that the employee must have at least one (1) year seniority and understand the obligatory nature of this type of action. Requests submitted under this Section, if approved by the City Administrator, shall be accepted in writing by the affected employee.

11-5. **Prescription Plan.**

(a) The City shall continue to provide the current prescription plan at no cost to the employee. Effective the date of the full execution of this collective bargaining agreement, the co-pays for prescription drugs shall be increased from \$3.00 to \$5.00 for generic drugs and from \$5.00 to \$10.00 for non-generic drugs. Any mail order drug co-pays shall be adjusted in proportion to these increases.

(b) Effective April 1, 2008, the PBA agrees to give back the duplicate prescription coverage provided via their health coverage (e.g., carved out of the prescription coverage attached to their health insurance under the State Health Benefits Program) and retain the stand alone

prescription plan via Horizon Blue Cross/Blue Shield consistent with the co-pay provisions outlined in 11-5(a).

(c) As a condition of the give back of the prescription coverage attached to the Officer's health coverage, the City agrees to a modification of the longevity provisions, (referred to Section 13-1(c).

d) The PBA recognizes that at retirement, prescription coverage will be provided in conjunction with the health insurance coverage via the State Health Benefits Program to all members that qualifies for health coverage upon retirement in accordance with the provisions of Section 11-7 of this collective bargaining agreement.

11-6. Effective January 1, 1986, the City will provide health insurance coverage for a period of one (1) year to the spouse and dependents of a Officer who dies while actively employed provided, however, said Superior Officer had coverage at the time of death.

11-7. The City agrees at its sole expense to continue health insurance coverage for employee, spouse and dependents for those Superior Officers who retire as such retirement is defined by P.F.R.S. Said health insurance coverage shall be the same coverage as provided to City employees.

11-8. The City shall provide for the payroll deduction of dental insurance payments.

ARTICLE XII

VACATIONS, PERSONAL DAYS AND HOLIDAYS

12-1. (a) All employees shall earn vacation as set forth in Section 11:9 of the Municipal Code of the City of Plainfield. The schedule is as follows:

1 – 5 Years of Service	13 Days
6 – 10 Years of Service	16 Days
11 – 15 Years of Service	19 Days
16 – 20 Years of Service	22 Days
21 – Years of Service or more	26 Days

(b) Officers shall be entitled to select vacation preferences each November 1st for vacations to be taken the following calendar year.

(c) Officers shall be allowed to carry over up to fifteen (15) vacation days, without the need for approval to the next calendar year.

12-2. Each Officer shall receive two (2) personal days on January 1st of each year. However, effective January 1, 2006, personal days shall be increased from two (2) to three (3) personal days annually. Said days shall be in addition to any and all sick days, vacation days, holidays and compensatory time, except said days shall not be cumulative from year to year. Officers may not

utilize a personal day on a holiday or on a day declared a "State of Emergency" for either weather or police conditions. No more than two (2) Officers per shift will be allowed to use personal days at the same time without the approval of the Watch Commander.

12-3. All employees shall have the following holiday schedule:

(a) Thirteen (13) holidays per year. Eight (8) of the holidays shall be taken as additional vacation days and five (5) of the holidays may be taken as additional vacation days or as "paid days." Employees shall advise the Chief of Police of their intention to treat the five (5) holidays as vacation days or "paid days" by February 1, so the City may budget its financial obligations accurately. The payment for paid days will be made the first regular payday in December.

(b) All sworn personnel assigned to the Administrative Bureau shall receive the cited holidays but shall not receive a "paid days" option. If personnel are assigned as indicated during the year, adjustments will be given on a prorated basis which shall be set forth in writing, prior to assignment.

ARTICLE XIII

LONGEVITY

13-1. (a) The City shall pay longevity, subject to the conditions of Section 11:4-1 of the Municipal Code, to all employees having completed the following years of service in the following amounts:

Number of Years of Service

10 years of service	\$ 500.00
15 years of service	\$1,000.00
20 years of service	\$1,300.00
25 years of service	\$1,600.00

(b) The above longevity schedule shall be modified, effective January 1, 2005, as follows:

Number of Years of Service

10 years of service	\$ 500.00
15 years of service	\$1,250.00
20 years of service	\$1,600.00
24 years of service	\$2,000.00

(c) Effective April 1, 2008, the longevity schedule and amounts shall be modified as follows:

2% of salary for Officers having 10+ years of services

3% of salary for Officers having 15+ years of service

5.25% of salary for Officers having 20+ years of services

13-2 Longevity pay shall be paid for the full calendar year only and shall be paid to such employees who will qualify for longevity pay through years of service on or before June 30th of the calendar year. Employees hired after June 30th, the base year will become effective following the full calendar year.

13-3 In addition, the City agrees to the following exceptions:

(a) Employees now receiving longevity at eight (8) and nine (9) years will be paid in accordance with the schedules above, as if they had served ten (10) years.

(b) Any full-time employee on July 1, 1976 will be eligible for the first longevity payment after completing eight (8) years of service under the constraints of Section 13-2 of this Agreement and the provisions of Section 11:4-1 of the Municipal Code.

(c) If the computation of longevity as set forth in the 1975 Salary Ordinance using the 1976 Salary Guide results in a higher figure than the longevity payment schedule above, the employee will receive the higher longevity payment amount. If the 1976 longevity payment is higher than the longevity payment, as reflected in the schedule above, the employee will continue to receive the 1976 longevity payment total in this Agreement.

ARTICLE XIV

MISCELLANEOUS

14-1 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.

14-2 The City and the PBA agree that there shall be no discrimination and that all practices, procedures and policies of the Police Division shall clearly exemplify that there is not discrimination in the hiring, training, assignment, promotion, transfer or discipline of Superior Officers on the basis of race, creed, religion, national origin, marital status or sex. Nothing in this Section shall prohibit the City from complying with its legal obligations in regard to Federal, State and Local Affirmative Action Laws.

14-3 Upon request, copies of this Agreement together with copies of the City Personnel Ordinances and Amendments thereto shall be supplied to all Superior Officers now employed, hereafter employed or considered for employment by the City. The City shall supply the papers and equipment required and the PBA will supply the labor required.

14-4. If there is any conflict between the terms of this Agreement and any Ordinances hereafter enacted, the terms of this Agreement shall prevail. Reference to any Ordinance in this Agreement shall be such Ordinances in effect at the time of adoption of this Agreement referring to matters contained herein and shall have no effect upon this Agreement without consent of the parties hereto.

14-5. Retroactive to January 1, 1984, when any Superior Officer of the Police Division is directed by the Police Chief or his authorized designee to serve in the capacity of:

- i. Police Chief;
- ii. Commanding Officer of the Uniformed Bureau;
- iii. Commanding Officer of the Administrative Bureau;
- iv. Commanding Officer of the Criminal Investigation Bureau;
- v. Commanding Officer of the Service Bureau; and/or
- vi. Watch Commander (Lieutenant) or any other assignment deemed necessary by the Police Chief and such assignment exceeds twenty-five (25) hours within a two (2) week period, he shall be paid the appropriate rate of pay all hours worked in said assignment as provided in Section 11:7-5(d) of the Municipal Code of the City of Plainfield.

14-6. All employees assigned to the Criminal Investigation Bureau shall receive payment up to the following amount per year for civilian clothing worn in performance of his duty: December 2003 - \$550.00; December 2004 - \$600.00; December 2005 - \$650.00 and December 2006 - \$700.00. Any payment under this Section will be made upon receipt of verification of clothing purchase.

14.7. All uniformed employees shall receive in each year of this Agreement payment as reimbursement for maintenance of their uniforms in accordance with the following: December 2003 - \$550.00; December 2004 - \$600.00; December 2005 - \$650.00; and December 2006 - \$700.00. This payment will be made in December of each year.

14-8. The City shall implement a Fifty Thousand Dollar (\$50,000.00) cap per year on college incentive stipends paid to eligible Officers.

Effective January 1, 1997, to be eligible for a college incentive stipend, employees must submit a course description to the City Administrator or his designee and obtain prior approval that the course is eligible for the stipend. The college course for which the stipend is sought must be directly related to the employee's job or be part of a curriculum leading to a degree which is directly job related. To obtain the stipend, the employee must submit an official transcript which contains a grade of "C" or better in the approved course.

Employees who received a college incentive stipend prior to January 1, 1997, shall continue to receive a college incentive stipend for courses already completed and shall not be required to satisfy the above requirements to receive the stipend. The above requirements only apply to college courses commenced after January 1, 1997.

14-9. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the City and the Association consistent with applicable Law), the City agrees to deduct membership dues, and/or representation fees for non-members (and initiation fees where applicable) in such amounts as shall be fixed pursuant to the Bylaws and Constitution of the Association, during the full term of this Agreement. The City shall promptly remit monthly any and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the Association.

If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the City written notice thirty (30) days prior to the effective date of such change.

The Association will provide the necessary "check off" authorization form for either dues or representation fee and the Association will secure the signatures of its members or non-members on the forms and deliver the signed forms to the City. The Association shall indemnify, defend and save or hold the City harmless against any and all claims, demands, suites or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon the salary deduction authorization forms submitted by the Association of the City.

Any full-time employee in the bargaining unit who is a member in good standing of the Employee Representative Group may authorize a payroll deduction to the Employee Representative Group for a particular PBA-sanctioned program or purpose. Said amount deducted shall represent the employee's pro rata share of expenditures by the PBA for the particular program or purpose.

14-10. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall 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 negotiated or executed this Agreement.

14-11. Effective January 1, 1986, the City will provide a tax-sheltered annuity deduction system whereby each employee may deduct up to the maximum allowable by the Internal Revenue Service of his/her gross salary and apply it to a tax-sheltered annuity program to be designated by the City.

- 14-12. Authorized mileage reimbursement will be paid at the current IRS rate.
- 14-13. The PBA and the City agree to enter into a memorandum of understanding to discuss staffing minimums for the uniform patrol unit.

ARTICLE XV

DURATION OF AGREEMENT

15-1. Unless specifically noted otherwise, this Agreement shall be effective as of January 1, 2007 and shall continue in effect until December 31, 2009, subject to the PBA's and the City's right to negotiate over a successor Agreement as provided in Article II. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the PBA has caused this Agreement to be signed by its President and Secretary and the City has caused this Agreement to be signed by its Mayor and attested to by the City Clerk and its corporate seal placed thereon, on the day and year written below.

ATTEST:

**POLICEMEN'S BENEVOLENT ASSOCIATION
(Superior Officers)**

DET. Ryan L. Smith
Secretary

Sgt. Troy Anthony Edwards
Troy Edwards (for the PBA Superior Officers)

Date: 18 December 2007

Date: 17 December 2007

ATTEST:

CITY OF PLAINFIELD

Laddie Wyatt
Laddie Wyatt, City Clerk

Sharon Robinson-Briggs
Sharon Robinson-Briggs, Mayor

Date: _____

Date: _____

R-531-07