

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 1/1/2024 thru 12/31/2028

Employer: Borough of South Plainfield
County: Middlesex
Date: April 1, 2024
Name: Amy Antonides
Print Name
Title: Municipal Clerk
[Signature]
Signature

RESOLUTION 24-151

**AUTHORIZING A MEMORANDUM OF AGREEMENT BETWEEN THE BOROUGH
OF SOUTH PLAINFIELD AND AFL-CIO COUNCIL, 63 LOCAL 3970
FOR THE PERIOD OF 2024-2028**

BE IT RESOLVED that authorization is hereby given by the Borough Council of the Borough of South Plainfield for the Mayor, Borough Administrator, and/or Municipal Clerk to execute a Memorandum of Agreement between the Borough of South Plainfield and AFL-CIO Council, 63 Local 3970 for the period of January 1, 2024 – December 31, 2028.

COUNCIL	MOTION	2 ND	AYES	NAYS	ABSTAIN	ABSENT	RECUSE
Councilwoman Faustini						X	
Councilwoman Mott						X	
Councilman Smith			X				
Councilman White	X		X				
Councilman Wolak		X	X				
Council President Bengivenga			X				
			4	0			
Mayor Anesh – TIE ONLY							

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, 2024

Amy Antonides

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

Memorandum of Agreement
between AFL-CIO Council, 63 Local 3970 and the Borough of South Plainfield

Amend the following in the AFL-CIO Council, 63 Local 3970 contract:

ARTICLE II – DURATION OF AGREEMENT

January 1, 2024 – December 31, 2028

ARTICLE VI – GRIEVANCE PROCEDURES

E. PROCEDURE

2. Level Two: add in last sentence: “or for 911 Operators through the chain-of-command to the Chief of Police.

ARTICLE VIII – MATERNITY LEAVE & FAMILY LEAVE

Add at the end of second paragraph “Paid family leave insurance – employees will be required to use 10 days of PTO or work two tours of duty before qualifying for paid leave. In addition, per the law, time cannot accrue during the State paid leave.

ARTICLE X – HEALTHCARE INSURANCE PROGRAM

A. Employee Health cost contributions shall be in accordance with the revised APPENDIX H.

The following doctor visit co-pays shall apply:

PPO Plan Co-Pays

1. \$10 Primary Care Visit
2. \$15 Urgent Care Visit
3. \$25 Specialist
4. \$125 Emergency Room

Direct Access Plan Co-Pays

1. \$15 Primary Care Visit
2. \$25 Urgent Care Visit
3. \$25 Specialist
4. \$125 Emergency Room

C. OPTICAL

Change optical plan reimbursement amount from not to exceed Four Hundred (\$400.00) to \$450 for 2024, \$500 for 2025, \$550 for 2026, \$600 for 2027 and \$650 for 2028.

F. Remove 2nd paragraph in its entirety.

G. Replace with the following "If Employee opts out of insurance they shall be reimbursed in the amount which shall not exceed 25% or \$5,000, whichever is less, of the amount saved by the municipality."

ARTICLE XI – HOLIDAYS

A. 7. ADD Juneteenth

ARTICLE XII – VACATION

A. Replace 1st sentence with the following "An employee is entitled to one (1) day for each month worked up to one year, or twelve days with pay.

C. Change 24 hours notice to 48 hours notice.

E. Replace with the following "In charging an Employee with vacation, the smallest unit to be considered shall be 3.5 hours.

H. Replace with the following "Employees will be allowed to carry over a maximum of fifteen days of Vacation from the previous year.

ARTICLE XII – SICK LEAVE

Replace with sick leave attachment.

SICKLEAVE SLI

(a) 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 his/her position, accident or exposure to a contagious disease requiring isolation, or attendance upon a member of the employee's immediate family in his /her household who requires care. The employee may request sick leave for family residing outside of the home; approval by the department head shall not be unreasonably denied.

(b) Full-time employees shall be entitled to a minimum of annual paid sick leave as follows:

1. New employees shall only receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month.

2. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one 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 15 working days.

(c) Part-time and 10-month employees shall be entitled to a proportionate amount of paid sick leave.

(d) Paid sick days shall not accrue during a leave of absence without pay or suspension but shall continue to accrue during a voluntary furlough or furlough extension leave.

(e) Sick leave credits shall not accrue after an employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.

(f) 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.

(g) Unused sick leave shall accumulate from year to year without limit.

(h) If Sick leave is taken in conjunction with any Borough Holiday or Vacation Day, administration shall request a doctors note.

(i) In charging an Employee with sick leave, the smallest unit to be considered for scheduled time shall be two-hours.

(j) When the Employee has been absent for a period of more than three (3) consecutive workdays, the department head or Business 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 department head or Business Administrator 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 may be cause for disciplinary action.

(k) Pursuant to New Jersey statute, N.J.S.A. 11A:6-19.2, compensation for unused sick leave shall be capped. Pursuant to such statute, notwithstanding any law, rule or regulation to the contrary, a political subdivision of the State, which includes the Borough, that has adopted the provisions of Title 11A of the New Jersey Statutes, shall not pay supplemental compensation to any officer or employee for accumulated unused sick leave in an amount in excess of \$15,000.00. Supplemental compensation shall be payable only at the time of retirement from a State-administered or locally-administered retirement system based on the leave credited on the date of retirement. This provision shall apply only to officers and

employees who commence service with the political subdivision of the State on or after July 1 1994.

ARTICLE XVI – UNION RIGHTS

D. For those employees who are included in the AFSCME Union bargaining unit who do not obtain membership in the Union but agree to pay a fair share representation fee, the Borough will implement a fair share representation fee in accordance with the law and deduct such fee from the pay of such employees once per month. The Union shall indemnify the Borough from all liability resulting from and/or caused by deduction of such fees.

E. Local 3970 shall have the right to use the employer's building to conduct meetings with their unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievance, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union, provided such use does not interfere with governmental operations. Meetings conducted in government buildings pursuant to this section shall not be for the purpose of supporting or opposing any candidate for partisan political office, or for the purpose of distributing literature or information regarding partisan elections. Local 3970 may be charged for the maintenance, security and their costs related to the use of the government building or facility that would not otherwise be incurred by the government entity.

F. (remains the same)

G. Within 30 days of hire of a new employee, the employer shall set aside a minimum of 30 minutes at new employee orientation for the representatives of Local 3970 to meet with new negotiating unit employees. If the employer does not conduct new employee orientation, the employer shall permit representatives of Local 3970 to meet with the new negotiating unit employee(s) at an individual or group meeting.

H. Within 10 days of hiring a new negotiations unit employee, the employer must provide the Council 63 with the name, job title, worksite location, date of hire, home address, work telephone number, work email address, and any personal email address and home and mobile phone numbers that the employer has on file. Each January 1, May 1, and September 1 of each calendar year, the employer shall provide to the Council 63 this information for all negotiations unit employees.

I. The Local Officers of 3970 shall be granted the right to use the public employer email systems to communicate with negotiations unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the Union.

J. Except as prescribed by N.J.S.A. 34:13A-5.14(c), the union shall defend, indemnify and hold the employer harmless against any and all claims, demands, suits, damages, liabilities, penalties,

cost (including attorneys' fees, costs) and other forms of liability that may arise out of or by reason of any action taken or not taken by the employer in conformance with this Article. The union shall intervene in and defend any administrative or court litigation concerning this Article. In any such litigation, the employer shall have no obligation to defend this Article, but shall cooperate with the union in its defense of this Article.

K. (same language as existing paragraph I)

L. (same language as existing paragraph J)

ARTICLE XVII – SENIORITY, JOB POSTING AND JOB DESCRIPTIONS

ADD “F. Stipends added in positions eligible for AFSCME employees/members will be discussed, posted and rates of pay negotiated with the Union leadership.

ARTICLE XVIII – FUNERAL LEAVE

A. Last sentence of paragraph include personal time. Then add “No leave shall be granted where an employee fails to furnish the Borough with reasonable proof of death, when requested, and any request for such payment based on false statements shall subject the offending employee to immediate disciplinary action.”

ARTICLE XIX – CLOTHING ALLOWANCE

Uniform allowance for Fire Prevention and 911 Dispatchers shall be paid as a separate yearly stipend of \$1,200.00. A supervising Laborer 3 and Omnibus Driver/Recreation Leader CDL position shall be yearly stipend of \$400.00. Additionally, the Borough will supply part-time 911 dispatchers with 1 long sleeve shirt, 1 short sleeve shirt, 1 pair of pants and a sweatshirt.

ARTICLE XXIII- HOURS OF WORK, OVERTIME AND CALL OUT TIME

- A. Add the following “All employees normal work week will consist of thirty-five hours per week with the exception of employees covered by Article XXXVI and DPW, who work in a department that works 40 hours per week.
- B. Add a new sentence at the end of the paragraph “All overtime shall be allocated to the qualified individual that has the most seniority within the department.”

ARTICLE XXVII- PROBATIONARY PERIOD

Replace with “All employees hired during the term of this agreement shall serve a probationary period that is in accordance with Civil Service rules and regulations. During this probationary period, the Borough reserves the right to terminate a probationary employee for any reason. An employee if terminated shall not have recourse through the grievance procedure set forth in this agreement.”

ARTICLE XXIX- SALARY

Retroactive to January 1, 2024, the salary increase for all employees 2.75%

Effective January 1, 2025, the salary increase for all employees 3.0%

Effective January 1, 2026, the salary increase for all employees 3.0%

Effective January 1, 2027, the salary increase for all employees 3.0%

Effective January 1, 2028, the salary increase for all employees 3.25%

Add a 25 year and 30 year step for titles excluding 911 and Fire Prevention. The step in the 25 year and 30 year will be an additional \$1,500.00.

ARTICLE XXXI- EDUCATION

ADD -SECTION C. Subject to sufficient funds in the budget and upon approval of the Municipal Administrator, employees may request to apply for job related courses for certification, continuing education credits and books. The Borough will pay for tuition expenses for training or college courses directly related to the employee's work. The Municipal Administrator will be the sole judge of whether a particular course or program is "directly related" to the employee's work or promotional opportunities. Employees are strongly urged to obtain this determination before enrolling in a course or program.

ADD -SECTION D. The costs incurred by the Borough for tuition, certification, continuing education credits and books must be repaid if the employee fails to complete the course or leaves Borough employment within twelve (12) months of the completion of the course or certification whichever is later. When enrollment for short training courses or seminars is requested by the Borough, employees will receive full reimbursement.

ARTICLE XXXIII- SEPARATION FROM SERVICE

2. RETIREMENT – Employees enrolled in the Public Employees Retirement System, are subject to the benefits, requirements and provisions of those plans.

a. Sick leave carry over will be in accordance with the existing Borough policy. Pursuant to New Jersey statute, N.J.S.A. 11A:6-19.2, compensation for unused sick leave shall be capped. Pursuant to such statute, notwithstanding any law, rule or regulation to the contrary, a political subdivision of the State, which includes the Borough, that has adopted the provisions of Title 11A of the New Jersey Statutes, shall not pay supplemental compensation to any officer or employee for accumulated unused sick leave in an amount in excess of \$15,000.00. Supplemental compensation shall be payable only at the time of retirement from State-administered or locally-administered retirement system based on the leave credited on the date of retirement. This provision shall apply only to employees who commence service with the political subdivision of the State on or after July 1, 1994. Vacation days shall be prorated on a monthly basis up to the date of retirement (current year).

b. 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). For the last year of employment, sick and vacation time will be prorated. 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 check they will not be entitled to the following:

1. Additional sick or vacation time during said period.
2. Holiday pay for any holiday occurring during said period.
3. Salary increases if said period spans two (2) fiscal and or calendar years.

c. Upon retirement all benefits listed in Article X will be continued for employees:

1. Who have retired on a disability pension; or
2. Who have retired after twenty-five (25) years or more of service credit in a State or locally administered retirement system and who have provided ten (10) years or more of service with the Borough at the time of retirement for employee and dependents; or
3. Who have retired and reached the age of sixty-two and a half (62 1/2) years and have twenty (20) years or more of service credit in a State or locally administered retirement system and a period of twenty (20) years or more of service to the Borough at the time of retirement for employee and dependents; or
4. Who have retired and reached the age of sixty-two and a half (62 1/2) years and have fifteen (15) years or more of service credit in a State or locally administered retirement system and a period of ten (10) years of service or more of service to the Borough at the time of retirement for Employee only.
5. The Borough agrees to notify the Union, in writing, of any change(s) to the current form of payment of the supplemental rate and/or plan to the retiree.
6. At age 65, Medicare becomes the primary carrier, and the Borough will pay the supplemental rate.

d. Employees shall pay per year, upon retirement, 2% of annual pension pay towards Health Benefits. 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. Prescription, Doctor Co-pays, Optical, and Dental shall be equal to or better than at time of retirement. Doctor Co-Pays shall be reduced to \$0 once Medicare becomes the primary insurance carrier.

3. RESIGNATION

b. Any employee who leaves the Borough in good standing will be entitled to receive his/her prorated unused vacation time, which shall be paid in the form of bi-weekly payroll.

d. Delete in full.

ARTICLE XXXV- FIRE PREVENTION INSPECTORS

HOURS OF WORK, OVERTIME AND CALL OUT TIME

On-Call Pay – Any bureau of Fire Prevention employee covered by this labor agreement who should be required to be on call, shall be compensated an additional \$200.00 per week for those week's they are on call.

SALARY GUIDE – INCREASES BASED UPON RATES LISTED IN ARTICLE XXIX

Change Acting Supervisor Pay from day four forward to day one forward.

ARTICLE XXXVI- TELECOMMUNICATORS

VACATION – Item A. Replace with “An employee is entitled to one (1) day of each month worked up to one year, or twelve (12) days with pay.

According to Civil Service a work day is 8 hours for vacation.

SALARY GUIDE – INCREASES BASED UPON RATES LISTED IN ARTICLE XXIX

SICK LEAVE – Listed in section XII

In accordance with Civil Service regulations.

ADD: Add: Perfect attendance for dispatchers. \$300 for every 6 months in 2024, \$350 for every 6 months in 2025, \$400 every 6 months in 2026, \$450 every 6 months in 2027 and \$500 every 6 months in 2028 that a dispatcher doesn't call out sick.

Add: In the event that Borough Hall closes early or operating on a delayed schedule for more than 2 hours, 911 dispatchers who are working shall receive that amount of time to be used as comp time or vacation time.