

**SOUTH PLAINFIELD PROFESSIONAL  
MANAGERS ASSOCIATION**

**COLLECTIVE BARGAINING AGREEMENT  
2002 - 2004**

## TABLE OF CONTENTS

	PREAMBLE .....	3
ARTICLE I	RECOGNITION.....	4
ARTICLE II	DURATION OF AGREEMENT.....	5
ARTICLE III	NEGOTIATION PROCEDURE.....	6
ARTICLE IV	EMPLOYER RIGHTS.....	7
ARTICLE V	EMPLOYEE RIGHTS.....	8
ARTICLE VI	ASSOCIATION RIGHTS (S.P.P.M.A.).....	9
ARTICLE VII	GRIEVANCE PROCEDURE.....	10
ARTICLE VIII	MEDIATION.....	11
ARTICLE IX	HOLIDAYS.....	12
ARTICLE X	VACATION.....	13
ARTICLE XI	PERSONAL DAYS.....	14
ARTICLE XII	SICK LEAVE.....	15
ARTICLE XIII	JURY DUTY LEAVE.....	17
ARTICLE XIV	MATERNITY LEAVE.....	18
ARTICLE XV	LEAVE OF ABSENCE WITHOUT PAY.....	19
ARTICLE XVI	FUNERAL LEAVE.....	20
ARTICLE XVII	MILITARY LEAVE.....	21
ARTICLE XVIII	CLOTHING ALLOWANCE.....	22
ARTICLE XIX	INSURANCE / BENEFITS PROGRAM.....	23
ARTICLE XX	RETIREMENT BENEFITS.....	25
ARTICLE XXI	ENTITLEMENT ON ACCOUNT OF DEATH OR PERMANENT DISABILITY.....	26
ARTICLE XXII	PAYDAY.....	27
ARTICLE XXIII	LONGEVITY.....	28
ARTICLE XXIV	MAINTENANCE OF WORK OPERATIONS.....	29
ARTICLE XXV	SAFETY.....	30
ARTICLE XXVI	DISCRIMINATION AND COERCION.....	31
ARTICLE XXVII	SEPARABILITY AND SAVINGS.....	32
ARTICLE XXVIII	SALARY.....	33
ARTICLE XXIX	FULLY-BARGAINED AGREEMENT.....	34
ARTICLE XXX	ACCESS TO PERSONNEL FILES.....	35
ARTICLE XXXI	SEPARATION FROM SERVICE.....	36
ARTICLE XXXII	SIGN OFF.....	37

**PREAMBLE**

THIS AGREEMENT, made and entered into by and between the ***Borough of South Plainfield***, a municipal corporation of the State of New Jersey (hereafter referred to as the "EMPLOYER" or "BOROUGH"), and the ***South Plainfield Professional Managers Association (S.P.P.M.A.)*** (hereafter referred to as the "EMPLOYEE" or "ASSOCIATION") is to be effective as of January 1, 2002.

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
  - Construction Official / Zoning Officer
  - Tax Assessor
  - Court Administrator
  - Director of Social Services
  - Director of Recreation
  - Environmental Specialist
3. Excluded from this unit: Including but not limited to all other employees, all other employees, all employees who are members of other negotiations units, Managerial Executives, Confidential Employees, Police, Firefighters, Craft Employees, non-supervisory employees, Police Chief, Borough Clerk, C.F.O. and Borough Administrator.

***ARTICLE II - DURATION OF AGREEMENT***

This Agreement entered into on this 1st day of January, 2002 shall be in full force and effective retroactively from January 1, 2002 through December 31, 2004, or until such time as a successor agreement is entered into.

Negotiations for a successor Agreement shall commence no later than July 1, 2004.

### **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 1st, 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 negotiating representatives will be submitted to the Borough Council and the members of the **South Plainfield Professional Managers 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 negotiable 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 1st. 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 without 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 the 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 Managers 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 Managers 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 corrections, 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 of dispute arising between the parties hereto relating to any dispute between the parties involving interpretation of 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) 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 at the completion of the previous step. In the event of failure to reach a satisfactory adjustment of the grievance within fifteen (15) working days, 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 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 take the dispute to mediation.

The provisions contained in this guide are subject to and controlled by the provisions of any 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 2003 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           | Christmas Day    |

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 the 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.

**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	12 days with pay
On commencement of two (2) years	12 days with pay
On commencement of five (5) years	16 days with pay
On commencement of ten (10) years	19 days with pay
On commencement of fifteen (15) years	22 days with pay
On commencement of twenty (20) years	25 days with pay
On commencement of twenty-five (25) years	29 days with pay

2. Employees will submit their request for vacation to the Administrator as early as possible and shall be upon approval of the Borough Administrator. In the event that there is a conflict with multiple people wanting to take vacation on the same week, consideration 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.

## **ARTICLE XI - PERSONAL DAYS**

All Employees will be entitled to receive three (3) Personal Days each 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 hours in advance when taking a Personal Day. Personal days may be used in half (1/2) day increments.

If not used in a calendar year, any remaining Personal Days will be forfeited.

## **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 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 five (5) consecutive workdays, the Administrator may request the Employee to furnish medical certification by a Physician verifying the Employee's condition. 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 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 & 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 for at the retiree's prevailing rate of pay. All Employees who have

accumulated more than 180 days of sick time or any portion thereof prior to December 31, 1980, shall be credited for the full amount so accumulated and compensated in full on retirement.



### **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, an 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 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 is 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 - CLOTHING ALLOWANCE**

1. Eligibility for uniform allowance shall remain the same as per past practice, for the Superintendent of Public Works and the Fire Official. The amount of said allowance shall be as follows:

2002 - \$875.00  
2003 - \$925.00  
2004 - \$975.00

2. The Construction Official / Zoning Officer will have money allocated to his budget for a uniform allowance to cover the cost of coveralls, boots and a jacket.

**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 Employer agrees to maintain the current level of health insurance benefits to include dependent coverage at no cost to the Employees that were hired prior to January 1, 2003. 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.

Employee Contribution to Premium Costs:

All eligible Borough employees on the payroll or on authorized leave as of January 1, 2003 shall continue to receive medical insurance benefits at the cost to the Borough without contribution of payment by the employee for so long as they are continuously so employed. Employees who separate from Borough service other than through approved or contractual leave forfeit such entitlement should they, at some later date, re-enter Borough service. Technical terminations because of reassignment, title change, promotion or department transfers shall not constitute a forfeiture of entitlement as long as the new Borough service shall be consecutive and without actual interruption of service.

Employees who enter Borough service or become eligible for medical insurance coverage after January 1, 2003 shall be entitled to the same level of benefits and will be permitted to enroll in all available health care options.

New employees, as defined above, shall be required to contribute towards premiums paid for health insurance. The actual cost of the premiums for the respective plans selected by the employee and their eligible dependents shall be determined by the Borough on an annual basis with notice to each effected employee with the first paycheck of each calendar year. Such computations shall be based on rated costs provided by the plan administrator. Employee contributions shall be determined and any adjustments thereto shall be made annually as of the first pay period of each calendar year. The Borough may not increase or alter an employee's required contribution at any other time. There will be a contribution cap based on the following Schedule.

<u>Salary Level</u>	<u>Contribution Cap</u>
\$0 - \$25,000	\$ 200
\$25,000 - \$30,000	\$ 400
\$30,001 - \$35,000	\$ 650
\$35,001 - \$40,000	\$ 900
\$40,001 - \$45,000	\$1,250
\$45,001 - \$50,000	\$1,500
\$50,001 +	\$1,750

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

1. \$5.00 co-pay for brand name drugs.
2. \$2.00 co-pay for generic substitute drugs.
3. No co-pay for mail order drugs.

C. OPTICAL PLAN: The Employer agrees to provide an annual eye examination for each Employee together with prescription eyeglasses every year. The combined cost to the Employer for the annual eye examination and for the prescription eyeglasses or lenses shall not exceed two hundred (\$200.00) for every year. The Employee can use the annual 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.

D. DENTAL PLAN: The Employer will provide a dental care program equal or greater than that referred to as "The Delta 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.



## **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.
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). 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.

**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 bi-weekly basis. In recognizing that this switch will save the Borough money, a one-time \$350 payment will be paid to each employee. The \$350 will be added to the 2003 base pay prior to the 2003 raise being applied.

**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 any 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 who 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, 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 - SEPARABILITY 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, 2002, there shall be an across-the-board increase of 3.50% for each Employee.
2. Effective and retroactive to January 1, 2003, there shall be an across-the-board increase of 3.50% for each Employee.
3. Effective January 1, 2004, there shall be an across-the-board increase of 3.50% for each Employee.

## **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 understandings, 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 or 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 or 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 file 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 therein within seven (7) days of receipt of the document.

## **ARTICLE XXXI - SEPARATION FROM SERVICE**

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. Layoffs: Whenever there is a lack of work or a lack of funds which may require a reduction in the number of Employees in a department, the required reductions shall be made by the Mayor and Council. Employees shall be laid off (and recalled) according to their length of service within the affected job classification in a particular department. Employees so affected shall be given 45 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 days notice before the effective date of their resignation. Failure to do so will result in a loss of vacation and sick day credit.

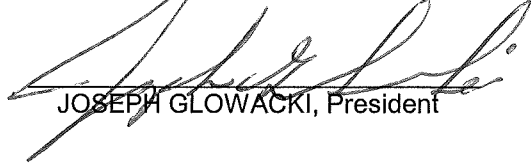
Resignation by members of this bargaining unit will be governed by Borough Ordinances, Established Practices and Precedents accorded to and governing all other employees.

**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  
MANAGERS ASSOCIATION (SPPMA)

  
JOSEPH GLOWACKI, President

BOROUGH OF SOUTH PLAINFIELD

  
DANIEL GALLAGHER, Mayor

ATTEST:

  
GARY F. TOTH, Secretary  
MAY 21, 2003

ATTEST:

  
BOROUGH CLERK