

2352

**COLLECTIVE BARGAINING AGREEMENT**

**1996-1998**

**BOROUGH OF SOUTH PLAINFIELD**

**AND**

**SOUTH PLAINFIELD P.B.A. LOCAL NO. 100**

THIS AGREEMENT, made and entered into by and between the Borough of South Plainfield, (hereinafter referred to as the "Employer") and the South Plainfield P.B.A. Local 100 (hereinafter referred to as the "Employee") is to be effective as of January 1, 1996.

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

#### I. RECOGNITION

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

  
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## II. EMPLOYER'S RIGHTS

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

## III. INSPECTION PRIVILEGES

1. The authorized representatives of P.B.A. Local 100 shall be allowed time off when needed to conduct any union business as required, not to be deducted from personal time.



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

#### ARTICLE IV

#### GRIEVANCE PROCEDURE

##### 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 employment of Police Officers
- (b) Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate representative of the employer within the presence of a PBA Representative appointed by the President of the Union, if requested by the employee involved.



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2. DEFINITION

The term "grievance" as used herein means any dispute and/or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement or regarding employment or the application of any rules, regulations, policies and/or ordinance which effect working condition or actual working conditions and may be raised by the PBA or employee on behalf of an individual employee, group of employees, or the PBA itself. The right of the PBA to file such a grievance is at the option and within the discretion of the PBA and/or employee and may be with or without the consent of the individual employee, (herein after referred to as the "grievant")

3. STEPS OF GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

STEP ONE

(a) The grievant shall institute action under this provision hereof within 30 calendar days of the commencement of the actual occurrence or the grievance, or within 30 calendar days of the actual or implied knowledge of the commencement of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the employee or the aggrieved employees, the Union on behalf of the employee or the Union on behalf of itself and the Chief of Police for the purpose of resolving the matter. Failure to act on part of the employee, the aggrieved employees, the Union on behalf of the employee or the Union on behalf of itself or the Employer, within said 30 calendar days shall



be deemed to constitute an abandonment and/or waiver of the grievance.

- (b) Said grievance shall be in writing and submitted to the Chief of Police.
- (c) Said shall take place at a convenient time and place for all parties within five (5) working days of receiving the grievance.
- (d) The Chief of Police and/or his designee may render a written decision within five (5) working days after discussion of the grievance. Failure to provide a written decision shall entitle the grievant to proceed to Step Two.

#### STEP TWO

- (a) In the event the grievance has not been resolved in Step 1. the Grievant, shall in writing, file the grievance with the Borough Administrator within five (5) working days following the determination in Step 1. Failure to file shall be deemed as an abandonment of the grievance.
- (b) Said discussion shall take place at a convenient time and place for all parties within five (5) working days after written notification has been received.
- (c) The Business Administrator and/or his designee shall render a written decision within five (5) working days after discussion of the grievance. Failure to provide a written decision shall entitle the grievant to proceed to Step Three.



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**STEP THREE**

- (a) In the event the grievance has not been resolved in or at Step 2, the Grievant, shall in writing, file the grievance with the Public Safety Committee within five (5) working days following the determination of Step 2. Failure to file shall be deemed as an abandonment of the grievance.
- (b) Said discussion shall take place at a convenient time and place for all parties within ten (10) working days of the grievance after written notification.
- (c) The Public Safety Committee may, or may not, at their discretion consult with and/or place the matter before the entire Mayor and Council of the Borough of South Plainfield if it deems necessary.
- (d) No Grievance will be heard or considered by the Public Safety Committee which has not first passed through the above described steps.
- (e) The Public Safety Committee or full Mayor and Council may render a written decision within ten (10) working days after the discussion of the grievance. Failure to provide a written decision shall entitle the grievant to proceed to Step Four.

**STEP FOUR**

- (a) In the event the grievance has not been resolved in or at Step 3, the matter may be referred to arbitration as herein provided.
- (b) In the event the grievant desires to submit a grievance to arbitration the following shall be followed:

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1. Within ten (10) working days following the Public Safety Committee's and/or Council's determination, the grievant shall notify the New Jersey State Public Employees Relations Commission of the need for arbitration in writing with a copy forwarded to the Borough. The selection of the arbitrator shall be conducted in accordance with the Rules and Regulations of the New Jersey State Public Employees Relations Commission.
2. The costs of services of the arbitrator shall be borne equally by the Employer and the PBA and/or employee.
3. The decision of the arbitrator shall be in writing and shall include all reasons for such decisions and shall be served on all parties by regular and certified mail.
4. The decision of the arbitrator shall be final and binding upon all parties.

#### V. WORK SCHEDULE

The parties agree to negotiate changes in the work schedule absent the Borough's demonstrated need to effectuate a significant managerial prerogative.

#### VI RATES OF PAY

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

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2. The salary guide for Employees shall be as follows:
- a) Any new hire will be considered a Probationary Officer. However, this Agreement shall not stop the appointing authority, from hiring an officer and starting him at any class deemed appropriate on his previous experience.
  - b) Probationary Officer(s) hired prior to January 1, 1996 will be considered a Probationary Officer for no longer than 12 months, at the end of which, he will become a Class D Officer.
  - c) Probationary Officer(s) hired on or after January 1, 1996 will be considered a Probationary Officer for no longer than 12 months, at the end of which, he will become a Class E Officer.
  - d) A Class E Officer will be considered a Class E Officer for 12 months, at the end of which, he shall be a Class D Officer. (This step only effects employees hired on or after January 1, 1996)
  - e) A Class D Officer hired on or before January 1, 1996 will be considered a Class D Officer for 24 months, at the end of which, he shall be a Class C Officer.
  - f) A Class D Officer hired on or after January 1, 1996 will be considered a Class D Officer for 12 months, at the end of which, he shall be a Class C Officer.
  - g) A Class C Officer will be considered a Class C Officer for 24 months, at the end of which, he shall be a Class B Officer.

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- h) A Class B Officer will be considered a Class B Officer for 24 months, at the end of which, he shall be a Class A Officer.
- i) Senior Patrolmen are officers with 20 years of service.

	1996 (4.75 %)	1997 (4.0 %)	1998 (3.75 %)
Senior Patrolman	\$54,410.	\$56,587.	\$58,709.
Class A Officer	\$52,939.	\$55,056.	\$57,121.
Class B Officer	\$48,195.	\$50,123.	\$52,003.
Class C Officer	\$43,448.	\$45,186.	\$46,881.
Class D Officer	\$ 37,826.	\$ 39,339.	\$40,814.
Class E Officer	\$ 33,926.	\$ 35,283.	\$36,607.
Probationary	\$ 30,027	\$31,228.	\$32,399.

**VII. LONGEVITY**

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

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

**VIII. ACTING SUPERVISOR**

Any patrolman working in the capacity of a sergeant shall receive that sergeant's pay for all hours worked in the rank, payable the next pay period.



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**IX. COMPENSATION FOR OVERTIME**

1. Each Employee shall be compensated for overtime worked above the normal tour of duty required to be worked, and such compensation shall be paid at the rate of time and one half.

Overtime will be paid the first week of November of each calendar year.

2. In the event an employee is called to work on his non-scheduled time (including , but not limited to, off-duty court or administrative appearances, police school, firearms qualifications, special training's, etc.) he shall be guaranteed a minimum off three (3) hours of pay at time and  $\frac{1}{2}$ .
3. Notwithstanding the foregoing, the overtime rate shall not exceed that which is allowed under the appropriate statute including the provisions of the Fair Labor Standards Act, if applicable, in such case made and provided.
4. An officer will be paid a maximum of 120 hours of any overtime worked.

Any time over the maximum hours will be compensated as accumulated time off. Accumulated time off is one and one half the time worked as overtime, which is not compensated by payment.

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

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

**XI. RETIREMENT BENEFITS**

1. The Employer shall pay to any Employee retiring, in good standing, upon the completion of 25 years of service with Employer, a sum equivalent to six calendar months pay. In the event payment pursuant to this paragraph must be made on a Pension or time basis in order to comply with applicable law, the sum total of the Employer's payment shall not exceed six calendar months of pay. Notice of intent to retire shall be duly served in writing upon the Employer no later than six calendar months prior to January 1 of any calendar year. The benefits paid on account of retirement shall be computed at the Employee's last pay rate and shall be maintained at such rate throughout the entitlement period. All Employees inclusive prior to January 1, 1984.



2. In addition to the above stated benefits, effective January 1, 1981, an Employee and his dependents as defined in the applicable policies, at the time of retirement, shall be entitled to receive coverage by standard Blue Cross, Blue Shield and major medical insurance; any dispute shall be heard by Public Safety Commission.
3. Surviving spouse clause enacted September 9, 1985 by the Borough of South Plainfield shall apply to this Article, copy of the Resolution is attached (see Rider A).

#### XII. INSURANCE PLANS

1. Health Insurance. If the Borough exercises its right to change insurance carriers or self-insure, benefits levels shall be equal to or better than current benefit levels. As an incentive program, those employees who elect to use any available HMO plan shall receive a payment equal to 25% of the Borough savings each August upon completion of the year in the HMO plan. One year will constitute one full year's open enrollment period. The first payment for this program will be made in the first pay period of August 1997.

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2. Dental Plan. The Employer will provide a dental care program equal to or greater than that referred to as "The Delta Dental Plan" with coverage being 100% and a zero deductible on preventive care, 80%-20% coverage on all other care with a one-time per year deductible for each year of \$25.00 per person (\$75 maximum per family) and crowns will be covered at 50%. Such coverage shall automatically terminate upon termination of employment by Employee with the Employer or upon death of the Employee, except in the instance where COBRA applies
  
3. Optical Plan. The Employer agrees to provide an annual eye examination for each Employee together with prescription eye glasses every alternate year. The cost to the Employer for the annual eye examination shall be no more than \$ 40.00 per year and the cost to the Employer for the prescription eye glasses shall not exceed \$100.00 every alternate year. However, if a prescription should change on an off year, Employer will still provide the coverage. This benefit shall be transferable to a family member.
  
4. Prescription Plan The Employer will provide a Prescription plan equal to or better than the plan in effect at the time this contract was signed with a copay of \$5.00 per prescription for name brand, \$ 2.00 co-pay for generic prescriptions , and no co-pay for mail order maintenance prescriptions.



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### XIII. COLLEGE DEGREES

1. Officers who obtain full criminal justice degrees shall receive a one time payment of \$200.00 payable within ninety (90) days of the award of said degree. Any active officer shall receive payment once upon receiving the degree.
2. Officers who obtain associate degrees (two years) shall receive a one time payment of \$100.00 payable within ninety (90) days of the award of said degree. Any active officer shall receive payment once upon receiving the degree.
3. Any recognition of increased benefits for similar educational purposes by Employer shall accrue to members of this bargaining unit.
4. These payments will be paid one time only when the degree is received and not at the beginning of each contract period. Those officers who already received one payment will not receive any additional payments.

### XIV. CLOTHING ALLOWANCE

1. All Employees subject to this Agreement shall be entitled to a uniform allowance in the sum of \$875.00 paid April 1st of each calendar year.
2. Bulletproof vests shall be replaced as necessary or at the manufacturer's notification.

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3. The Employer agrees to pay for or replace any clothing and/or equipment previously supplied to the Employee which is damaged while on active duty. Such replacement shall be supported by a duly verified incident report, attested to by a superior officer and supported by an appropriate replacement voucher. No such allowance shall be provided for clothing and/or equipment damaged or lost by misplacement or negligence of the Employee. Employer will reimburse Employee up to \$100.00 for personal property damaged while in the line of duty. Plainclothes personnel who damage their clothing in the performance of their duty shall be compensated commensurate to the value of clothing worn, not to exceed the value of the comparable uniform replacement item.

#### XV. LEGAL DEFENSE

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



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3. Employees may retain private counsel so long as the resulting legal fees and costs do not exceed the customary rates awarded by the governing body of the Borough of South Plainfield to its Borough Attorneys.

The effected employee will be responsible for paying any difference that may result between the private counsel rate the the aforementioned customary rate.

#### XVI. SICK TIME

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

#### XVII. HOLIDAYS

1. It is hereby agreed that the Employee shall be entitled to each day declared as a holiday by the Governor of the State of New Jersey and/or the Mayor and Council of the Borough of South Plainfield as the same may pertain to municipal Employees and any additional time off which shall be authorized by any executive or legislative order of federal, state or local government.

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*(Signature)*

2. The Employer agrees to compensate each Employee eight (8) hours with compensatory time for each of the following holidays:

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

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



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4. All Employees, excluding supervisors, shall be paid a lump sum of \$2064 for 1996, \$2147 for 1997, and \$2228 for 1998 entitled Holiday Pay. This Holiday Pay shall be adjusted yearly according to negotiated salary increases. Said Holiday Pay shall be paid during the first pay period in June of each calendar year and shall be in lieu of any time and one - half compensation to the Employee whose work schedule requires the Employee to work on one or more of the above stated holidays.

#### XVIII. PERSONAL DAYS

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

#### XIX. VACATION TIME

1. The Employee shall be allowed vacation time on an annual basis in accordance with the schedule below. Vacation time shall not be accumulated year to year except to the extent that emergency circumstances occurring toward the end of the calendar year shall preclude the Employee from utilizing his entitlement during such year. In such event, the unused portion of the vacation time may be carried over for one additional year. The provisions of this Article are intended to prevail, notwithstanding any conflict of same with other local ordinances regarding vacation time.

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2. Annual vacation leave for members of P.B.A. Local 100 as herein defined shall be granted the following annual vacation leave with pay:

- 1) Starting patrolman, after six months, to one year of service, one (1) working day vacation per month.
- 2) After completion of one year service, twelve (12) working days of vacation.
- 3) Upon completion of five years of service, seventeen (17) working days vacation.
- 4) Upon completion of ten years of service, twenty-two (22) working days vacation.
- 5) Upon completion of fifteen years of service, twenty-three (23) working days vacation.
- 6) Upon completion of twenty years of service, twenty-six (26) working days vacation.
- 7) Upon completion of twenty-five years of service, twenty-nine (29) working days vacation.



**XX. FUNERAL LEAVE**

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

**XXI. ENTIRE AGREEMENT CLAUSE**

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

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XXII. SEVERABILITY

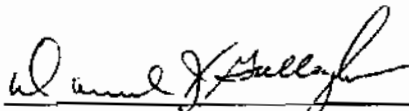
In the event of any federal or state legislation, governmental regulations or court decision which causes invalidation of any Article or Section of this Agreement, the same shall be construed as being severable and all other Articles and Sections not so invalidated shall remain in full force and effect.

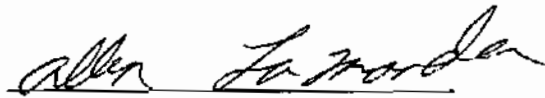
XXIII. EFFECTIVE DATE AND TERMINATION CLAUSE

This Agreement shall be effective retroactively as of January 1, 1996 and shall continue in full force and effect from that date to and through December 31, 1998.

Borough of South Plainfield


South Plainfield PBA  
Local 100

  
Daniel J. Gallagher, Mayor

  
Allan LaMonda, President

  
Paul Weylan, Atty. General

Attest:

  
~~Michael W. Dill, Administrator~~  
Patrick J. Diegnan, Jr.  
Borough Attorney

2/14/96  
Dated

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