

# **AGREEMENT**

**-BETWEEN-**

**THE BOROUGH OF SOUTH PLAINFIELD**

**-AND-**

**PBA LOCAL 100 SUPERIOR OFFICERS  
(PBASO)**

**01 JANUARY 2004 – 31 DECEMBER 2006**

*PREPARED BY:*  
LT. M. LANE

*PBASO NEGOTIATING COMMITTEE:*  
LT. M. LANE  
SGT. P. WYLAM

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THIS AGREEMENT, made and entered into by and between the Borough of South Plainfield, (hereinafter referred to as the "Employer") and the South Plainfield PBA Local 100 Superior Officer (*PBA SO*), (hereinafter referred to as the "Employee") is to be effective as of **January 1, 2004**.

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 PBA Local 100 Superior Officer (*PBA SO*) as the sole and exclusive bargaining agency for all Sergeants, Lieutenants and Captains, 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 Patrolmen, Senior Patrolmen (including Detectives) and other personnel employed by the Borough of South Plainfield now working or to be working, in its police department.

## 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 contained 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

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.

## 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 Employees.
- (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 PBA, if requested by the Employee involved.

### 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 of the application of any rules, regulations, policies and/or ordinance which effect a working condition or actual working conditions and may be raised by the Employee or PBA 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.

### 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 1. The next higher superior officer of the unit, to which the Employee is attached, will attempt to find a mutually satisfactory solution to the grievance within three (3) working days. Failing a solution, the complaint accompanied by a written report on the matter prepared by the next higher superior officer of the unit to which the Employee is attached must be forwarded through the chain of command to the superior officer in charge of the section to which the Employee is assigned.

Step 2. The superior officer in charge of the section will attempt to find a mutually satisfactory solution to the grievance within ten (10) working days. Failing a solution, the complaint accompanied by a written report on the matter by the superior officer in charge of the section to which the Employee is attached must be forwarded through the chain of command to the Chief of Police.

Step 3. The Chief of Police will attempt to find a mutually satisfactory solution to the grievance within ten (10) working days. Failing a solution, the complaint accompanied by a written report on the matter by the Chief of Police must be forwarded to the Public Safety Committee of the Borough of South Plainfield.

Step 4. The Public Safety Committee will then consider and formally act on the complaint within thirty (30) days. The Public Safety Committee may, or may not, at their discretion consult with and/or place the matter before the entire Council of the Borough of South Plainfield if it deems necessary. Since it is intended that most, if not all, grievances can and should be settled without the necessity of reference to the Public Safety Committee, no grievance will be heard or considered by the Public Safety Committee which has not first passed through the above described steps.

4. SUBMISSION.

Employees' grievances shall be presented on forms prepared by the South Plainfield PBA. The grievance procedure, as contained in this contract, shall be strictly adhered to. It is understood that Employees must sign their individual grievances. Grievances without an Employee's signature shall not be accepted or processed.

5. ARBITRATION.

- (a) If no settlement of the grievances has been reached between the parties, either one or both may move the grievance to arbitration within thirty (30) days of receiving the answer from the Mayor and Council.
- (b) Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the Employer and Employee.



## V. WORK SCHEDULE

The parties agree to negotiate changes in the work schedule absent the Employer'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.

	2004	2005	2006
Sergeants	\$ 82,075.	\$ 85,276.	\$ 88,602.
Lieutenants	\$ 91,924.	\$ 95,509.	\$ 99,234.
Captains	\$102,955.	\$106,970.	\$111,142.

2. Employees will be paid all earnings by check on a bi-weekly basis. In recognizing that this change from weekly to bi-weekly compensation will save the Borough money, a one-time \$350.00 payment will be paid to each employee. The \$350.00 will be added to the 2004 base pay prior to the 2004 raise being applied.
3. It is intended that a minimum of twelve percent (12%) spread between the rank of senior patrolmen and the superior ranks of Sergeant, Lieutenant and Captain shall be maintained through the contract period.

## VII. LONGEVITY

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

<u>YEARS OF SERVICE TO THE BOROUGH OF SOUTH PLAINFIELD</u>	<u>PERCENT</u>
5	2%
10	4%
15	6%
20	8%

### VIII. 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 the officer's hourly rate of pay.
2. Overtime worked will be paid in the next succeeding pay period, unless at the request of the Employee, said overtime will be applied to the Accumulated Time Off (ATO) bank.

Accumulated time off is calculated at the rate of one and one half hours times the hours worked, which is not compensated by payment. The ATO bank is capped at 480 hours ATO. Any Employee who has reached the maximum of 480 hours ATO shall be prohibited from accumulating additional hours, and shall be paid for said hours in excess of 480 hours.

3. 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 schools, firearms qualifications, special training, etc.) the Employee shall be guaranteed a minimum of four (4) hours of pay at a rate of time and one half the Employee's hourly rate of pay.
4. Notwithstanding the foregoing, the overtime rate shall not exceed that which is allowed under the appropriate statute including the provisions of the Fair Labor Standard Act, if applicable, in such case made and provided.

## IX. ACTING SUPERVISOR PAY

Any supervisor working in the capacity of a supervisor in a superior's rank shall receive pay commensurate with that superior's base rate pay. The Chief of Police or his designee shall make such determination. This differential will be paid in the next successive pay.

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

To the extent permitted by law, the Employer will pay a sum equivalent to six (6) 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 was 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 (6) 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 (6) 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 (6) calendar months of pay. Notice of intent to retire shall be duly served in writing upon the Employer no later than six (6) 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, Employees who have 25 years credible service in the PFRS or retires on a disability pension, and his dependents as defined in the applicable policies at the time of retirement, shall be entitled to receive health insurance, (as set forth in Article XII) paid by the Employer. Any dispute regarding the coverage shall be heard by the Public Safety Commission. Any Employee who retires on or after January 01, 2000 with creditable service in the PFRS or retires on a disability pension and his dependants, as defined in the applicable policies at the time of retirement, shall be entitled to receive all benefits set forth in Article XII, (health, vision, prescription) paid for by the Employer. Any dispute regarding this coverage shall be heard by the Public Safety Commission.
  
3. In addition to the above stated benefits, Employees who have 25 years credible service in the PFRS or retires on a disability

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pension, and his dependents as defined in the applicable policies at the time of retirement, shall be entitled to receive health insurance, (as set forth in Article XII) paid by the Employer. Any dispute regarding the coverage shall be heard by the Public Safety Commission. Any Employee who retires on or after January 01, 2004 with creditable service in the PFRS or retires on a disability pension and his dependants, as defined in the applicable policies at the time of retirement, shall be entitled to receive all benefits set forth in Article XII, (health, vision, prescription, dental) paid for by the Employer. Any dispute regarding this coverage shall be heard by the Public Safety Commission.

3. Surviving spouse clause enacted September 9, 1984 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 Employer 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 Employers 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.
  
2. Dental Plan. The Employer will provide a dental care program equal to or greater than that referred to as "The Delta Plan" with 80%-20% coverage. 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 eyeglasses every alternate year. The cost to the Employer for the annual eye examination shall be no more than \$60.00 per year and the cost to the Employer for the prescription eyeglasses shall not exceed \$150.00 every alternate year. However, if a prescription should change on an off year, Employer will still provide the full coverage. This benefit shall be transferable to a family member. The benefits described in this section shall accrue to the benefit of retired members of the Employee unit.

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 co-pay of \$5.00 per prescription for name brands; a \$2.00 co-pay for generic prescriptions, and \$0 co-pay for mail order maintenance prescriptions.

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

### XIII. COLLEGE DEGREES

1. Employees who obtain full criminal justice degrees shall receive a one time payment of **\$600.00** payable within ninety (90) days of the award of said degree.
2. Employees who obtain associate degrees (two years) shall receive a one time payment of **\$300.00** payable within ninety (90) days of the award of said degree.
3. 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.
4. Employees who are enrolled in a criminal justice related degree program shall receive up to \$1,000.00 toward tuition costs per year, upon completion of said course(s).
  - a. Payment shall be made within ninety (90) days of completion of said course(s).
  - b. A minimum of a "C" average must be maintained to be eligible for said payment.

#### XIV. CLOTHING ALLOWANCE

1. All Employees subject to this agreement shall be entitled to a uniform allowance paid on April 1<sup>st</sup> of each calendar year. However, if the Employer requires any changes to the uniform, it will pay for the initial issue after the change is enacted. The uniform allowance shall be paid as follows:

April 1, 2004 \$1,100.00

April 1, 2005 \$1,200.00

April 1, 2006 \$1,300.00

2. Bulletproof vests shall be replaced as necessary or at the manufacturer's notification.
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. 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 incur 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.
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 Employer to its Borough Attorneys. The effected Employee will be responsible for paying any difference that may result between the private counsel rate and the aforementioned customary rate.

**XVI. SICK TIME**

Sick time shall be based on NJS 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. In the event that the municipal building and/or other municipal facilities are closed as the result of an emergency resulting in paid time off for any civilian employee of three and one half hours or less, then no member of the bargaining unit will be entitled to compensatory time off or any other form of compensation. In the event that the municipal building and/or other municipal facilities are closed as the result of an emergency resulting in paid time off for any civilian employee of more than three and one half hours, but less than a full day, then no member of the bargaining unit will be entitled to compensatory time off or any other form of compensation, unless that employee actually worked during the time off allotted to the other employees, in which case those employees will be granted an equivalent amount of compensatory time off. In the event that the municipal building and/or other municipal facilities are closed as the result of an emergency resulting in paid time off for any civilian employee for a full day, then all members of the bargaining unit will be given compensatory time off. For means of determining closure, 0900-1700 hours will be considered the normal workday for Employees at Borough Hall.

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.

4. All Superior Officers shall be paid a total of \$3094. for 2004, \$3207. for 2005, and \$3340. for 2006 entitled Holiday Pay. This Holiday pay will be incorporated into weekly salary and shall be adjusted yearly according to negotiated salary increases. Said Holiday Pay 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 (3) personal 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 of the extent that emergency circumstances occurring toward the end of the calendar year shall preclude the Employee from utilizing this 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.
  
2. Annual vacation leave for Employees as herein defined shall be granted the following annual vacation leave with pay:
  - a. Starting with employment to the Borough of South Plainfield, after six months, to one year of service, one (1) working day vacation per month.
  - b. After completion of one year service, twelve (12) working days of vacation.
  - c. Upon completion of five years of service, seventeen (17) working days vacation.
  - d. Upon completion of ten years of service, twenty-two (22) working days vacation.
  - e. Upon completion of fifteen years of service, twenty-three (23) working days vacation.

- f. Upon completion of twenty years of service, twenty-six (26) working days vacation.
- g. Upon completion of twenty-five years service, twenty-nine (29) working days vacation.

  
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## 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, brother or sister, 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 (3) 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, sister-in-law and/or an aunt or uncle.
4. In all cases, the Employer may request submission of proof.

**XXI. ENTIRE AGREEMENT CLAUSE**

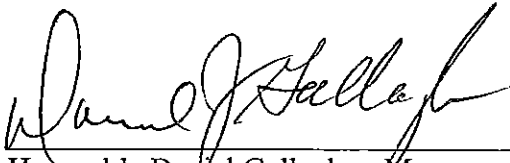
Unless otherwise expressly provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any Employee benefit existing prior to the effective date of this Agreement.

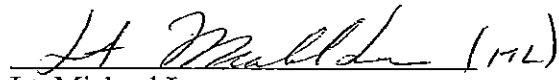
## XXII. SEVERABILITY


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.

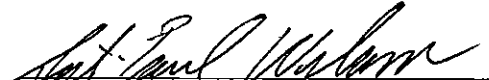
**XIII. EFFECTIVE DATE AND TERMINATION CLAUSE**

This Agreement shall be effective retroactively as of January 1, 2004 and shall continue in full force and effect from that date to and through December 31, 2006.

  
Honorable Daniel Gallagher, Mayor

  
Lt. Michael Lane  
Superior Officers

  
Mr. Vincent Buttiglieri, Administrator  
Borough of South Plainfield

  
Sgt. Paul Wylam  
Superior Officers

*June 21, 2004*