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AGREEMENT

Between

Plainfield, City of

THE CITY OF PLAINFIELD

and

PLAINFIELD P.B.A. LOCAL 19

(Police Officers)

X January 1, 1986 - December 31, 1987

PREAMBLE

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

WITNESSETH:

WHEREAS, the City has an obligation, pursuant to N.J.S.A. 34:13A-1 et seq. as amended, to negotiate with the PBA as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

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

ARTICLE II
NEGOTIATION PROCEDURE

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

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

2-3. Continuing Review of this Agreement

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

ARTICLE III
GRIEVANCE PROCEDURE

3-1. Purpose

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

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

3-2. Definition

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

The Bureau Commander shall attempt to resolve the grievance within ten (10) calendar days after it has been presented to him.

Step Two:

When an employee is informed by his Bureau Commander that he is unable to arrange a mutually satisfactory solution to the grievance or the suggested solution is unacceptable to the employee, the employee must, if he wishes to present the grievance to a higher authority, forward the written grievance to the Chief of Police and notify the Bureau Commander to whom the grievance was first submitted. Within two (2) working days the Bureau Commander will report in writing to the Chief of Police the facts and events leading up to the grievance by the employee. The written grievance shall include an explanation as to why the grievant is unsatisfied with the solution suggested by the Bureau Commander.

Step Three:

The Chief of Police will attempt to find a mutually satisfactory solution to the grievance within five (5) working days. If the grievant is unsatisfied with the answer to the grievance by the Chief of Police, the grievant shall notify the Director of Public Affairs and Safety in writing within five (5)

answer provided by the City Administrator. The Mayor will have ten (10) working days to consider and formally act on the grievance.

Step Six:

In the event the matter has not been satisfactorily resolved at Step Five, the Association may within forty-five (45) calendar days file with the Public Employment Relations Commission for the selection of an Arbitrator in accordance with the rules, regulations and procedures of the Public Employment Relations Commission. The Arbitrator so selected shall be bound by the terms of the Agreement and shall not have the power to add to, subtract from or in any way modify or change the terms of this Agreement. His sole function shall be the interpretation of the Agreement between the parties and he shall be bound by the Laws of the State of New Jersey and the decisions of the Courts of the State of New Jersey. The Arbitrator shall have the authority to hear and determine the grievance, and his decision shall be final and binding on all parties. The fee and expenses of the arbitration shall be borne equally by the parties. The filing fee of the Public Employment Relations

When a Police Officer is not represented by the PBA, the PBA shall have the right to be present and to state its views at all stages of the grievance procedure. If a Police Officer is not a member of the PBA, consent must be granted by said Police Officer in order for a PBA representative to be present.

(b). No reprisals or harassment of any kind shall be taken by the City or by any member of the administration against any party in interest, any representative, any member of the PBA Committee or any other participant in the grievance procedure by reason of such participation or by reason of participation in any lawful action of the collective negotiation or bargaining process.

3-6. Miscellaneous

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

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

Section 3:6-2. Selection to the Advisory Review Boards

1. The employee served with the disciplinary action will at the time of service select by lottery a Board drawn from the Police Division members available for duty on the date designated as the hearing date. Depending on the rank of the member being charged, the member will draw twice the number of names needed to comprise the Board. From that selection the member will then select the names of the members who will comprise the Board. In case a person selected for the Board disqualifies himself, another drawing will be held drawing two names from the rank of the person disqualifying himself and selecting one of those names to sit on the Board.

2. In case of a postponement for any reason of the original hearing date a new lottery will be held which will include the names of the employees available for duty on the new date selected for the hearing.

3. Members of the Administrative Bureau or members involved in the particular case as witnesses or codefendants will be exempt from the lottery.

4. The Administrative Bureau will be responsible for determining the names of the members available for the lottery drawing, supplying the materials necessary for the lottery drawing, and when possible, conducting the lottery.

Representative. Attorneys shall not be permitted to take part in the hearing. The hearing shall be conducted informally. Witnesses who appear at the hearing shall not be sworn in.

b. If the Police Officer is found guilty, before the penalty is imposed, the penalty shall be automatically reviewed by the Director of Public Affairs and Safety, or his designee, within three (3) calendar days. If the penalty is upheld or revised by the Director of Public Affairs and Safety, or his designee, such penalty shall be imposed immediately after the Director of Public Affairs or his designee's decision. If the Police Officer chooses to appeal the decision of the Director of Public Affairs and Safety, or his designee, such appeal shall be through the grievance procedure, commencing at Step Five, the City Administrator's level. The Department Director may overturn findings but may not increase the penalty.

Section 3:6-6. Remain as is.

Section 3:6-7. Remain as is.

Section 3:6-8. Remain as is.

Section 3:6-9. Remain as is.

II. Disciplinary Waiver

Prior to presenting a Police Officer with a Disciplinary Waiver, the City shall notify the Police Officer and the PBA and allow a PBA Representative to be present when the Police Officer is presented with the Disciplinary Waiver.

ARTICLE IV
POLICE OFFICERS RIGHTS

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

4-2. Agency Shop:

(a). Any full time employee in the bargaining unit on the effective date of this Agreement who does not join the Employee Representative Group within thirty (30) working days thereafter, or any new full time employee who does not join the Employee Representative Group within thirty (30) days of initial employment with the unit, and any full time employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Employee

Representative Group for a particular PBA-sanctioned program or purpose. Said amount deducted shall represent the employee's pro rata share of expenditures by the PBA for the particular program or purpose.

(f). The Employee Representative Group agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses, or expenses for legal fees, provided and limited to those of the attorney of choosing of the Employee Representative Group to defend against such action, in any matter resulting from action taken by the City in good faith at the request of the Employee Representative Group under this Article.

the event in their sole judgment such denial would be inconsistent with the needs of the police services and the City.

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

terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and the Ordinances of the City of Plainfield.

Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40A and 11 or any other national, state, county or local laws or ordinances.

6-2. Maintenance of Operations:

The PBA covenants and agrees that during the term of the Agreement neither the PBA nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or concerted willful absence of a Police Officer from his duties of employment), work stoppage, slowdown, walkout, or other mass absenteeism against the City. The PBA agrees that such action would constitute a material breach of this Agreement.

In the event of a strike, slowdown, walkout or organized mass absenteeism, it is covenanted and agreed that participation in any such activity by any PBA member shall be deemed grounds for disciplinary action including possible termination of employment of such employee or employees.

ARTICLE VII
HOURS OF EMPLOYMENT

7-1. The hours of employment for Police Officers shall be as follows:

(a). Designated personnel will work eight and one-half hours per day, four (4) days on, two (2) days off.

(b). Designated personnel who as a result of his/her assignment shall fall short of the required number of annual hours by more than one (1) full tour, shall on an annual basis either work an additional tour of duty consisting of eight and one-half hours as may be mutually agreed to by the individual and the Division, or to have the equivalent of said eight and one-half hours deducted from any of their individual accrued time accounts on their request.

(c). Personnel will be assigned to three (3) regular platoons with the exact starting time being determined by the Chief of Police, on a quarterly basis which shall be posted and issued to each of the designated personnel.

(d). There will be a fourth (4th) overlapping shift which will also work eight and one-half hours per day, four (4) days on, two (2) days off with the exact starting time being determined by the Chief of Police, on a quarterly basis which shall be posted and issued to each of the designated personnel assigned to the fourth shift.

(h). Should the necessity arise to change the exact starting times of personnel or the method of rotation of tours of duty currently in effect, inclusive of January 1985 Promulgated Work Schedules, on a more permanent basis, such change shall not take effect unless the City or its authorized agent has notified the PBA and all affected members at least seven (7) working days in advance of such change. The City reserves the right to change work schedules as is consistent with the law or negotiate with the PBA where applicable.

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

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

ARTICLE VIII
NON-POLICE DUTIES

The City and the PBA acknowledge that a Police Officer's primary responsibility is to perform police duties and that his energies should, to the fullest extent, be utilized to this end. The City and the PBA agree that Police Officers have the right to engage in certain outside security work as determined by the Chief of Police. The decisions of the Police Chief relating to the provisions of Article VIII shall be subject to the grievance procedure up to and including Step Five of Section 3-3, but shall not include Step Six.

(c). The salary guides for employees for 1986 and 1987 are set forth in Schedules A and B of this Agreement. Employees at less than maximum are eligible for a merit increase on the attached salary guides consistent with Section 11:7-5 of the Plainfield Municipal Code and Article 9-2 of this Agreement.

9-2. Effective January 1, 1986, the cadet rank shall be eliminated for salary purposes.

9-3. Police Officers Acting as Coaches:

(a) Police Officers who are assigned to coach police cadets after they graduate from the Police Academy will be paid a stipend of \$30.00 per week for the period of time the police officer is conducting training.

ARTICLE X

SICK LEAVE AND LEAVE OF ABSENCE

10-1. Sick leave and leaves of absence shall be determined as set forth in Section 11:9-6 of the Municipal Code of the City of Plainfield.

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

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

ARTICLE XI

INSURANCE PROTECTION

11-1. The City shall pay the entire cost of Major Medical Insurance and basic medical insurance which shall be Blue Cross-Blue Shield including Rider J or their equivalent in benefits and services as determined by the City in consultation with the PBA, for all Police Officers and their families. In no event will any substituted Major Medical or Basic Medical Insurance provide fewer total benefits than the present Major Medical, Blue Cross and Blue Shield and Rider J nor will any substitution take place without the agreement of the six recognized City employee groups.

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

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

The City agrees to provide a supplemental Disability Income Insurance Plan to Police Officers. Such plan shall provide, when combined with other existing benefits, at least fifty (50%) percent of the employee's salary. Such plan will not become effective until such time as the employee has exhausted all of his or her sick

the present cap limit from the thirteenth (13th) and twenty-sixth (26th) paychecks. The City will provide a thirty (30) day advance notice of the amount of said deduction prior to these paydays.

11-6. A Police Officer may waive his/her present health insurance coverage effective January 1, 1986, and in lieu thereof receive a total cash payment of seven hundred fifty (\$750.00) dollars per annum based on full family coverage payable in two (2) equal installments during the year on the thirteenth (13th) and twenty-sixth (26th) paydays. Reenrollment into the plan will require a two (2) month waiting period after notification. Police Officers who have less than full family coverage are eligible for a pro rata payment in the same manner as described herein as follows:

Single Coverage - Three Hundred Twenty-Five (\$325.00) Dollars per year;

Husband/Wife - Seven Hundred Fifty (\$750.00) Dollars per year;

Parent/Child - Six Hundred (\$600.00) Dollars per year.

11-7. Effective January 1, 1986, the City will provide health insurance coverage for a period of one (1) year to the spouse and dependents of a Police Officer who dies while actively employed provided, however, said Police Officer had coverage at the time of death.

ARTICLE XIII

LONGEVITY

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

Number of Years of Service

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

13-2. Longevity pay shall be paid for the full calendar year only and shall be paid to such employees who will qualify for longevity pay through years of service on or before June 30 of the calendar year.

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

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

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

ARTICLE XIV

MISCELLANEOUS

14-1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

14-2. The City and the PBA agree that there shall be no discrimination and that all practices, procedures and policies of the Police Division shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of Police Officers on the basis of race, creed, religion, national origin, marital status, or sex. Nothing in this section shall prohibit the City from complying with its legal obligations in regards to Federal, State and Local affirmative action laws.

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

14-8. The City shall implement a \$50,000.00 cap per year on college incentive stipends paid to eligible officers.

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

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

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

ARTICLE XV

DURATION OF AGREEMENT

15-1. This Agreement shall be effective as of January 1, 1986 and shall continue in effect until December 31, 1987, subject to the PBA's and the City's right to negotiate over a successor agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

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

ATTEST:

POLICEMEN'S BENEVOLENT ASSOCIATION
(Police Officers)

Robert J. Donovan Secretary Gregory L. Johnson President

14 Aug 86
Date

14 Aug 86
Date

ATTEST:

CITY OF PLAINFIELD

Emilia R. Stahura
City Clerk

[Signature] Mayor

Res #6991 7/14/86
8-19-86
Date

8-19-86
Date

SCHEDULE B

POLICE OFFICERS
SALARY GUIDES
EFFECTIVE JANUARY 1, 1987

Increment - \$1,600

<u>Step #</u>	<u>Salary</u>
16-1	19,475
16-2	21,075
16-3	22,675
16-4	24,275
16-5	25,875
16-6	27,475
16-7	29,075