

COLLECTIVE BARGAINING AGREEMENT

1993-1995

BETWEEN

BOROUGH OF SOUTH PLAINFIELD

AND

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

TABLE OF CONTENTS

ARTICLE I	RECOGNITION	page 1
ARTICLE II	EMPLOYER'S RIGHTS	page 2
ARTICLE III	INSPECTION	pages 2-3
	PRIVILEGES	
ARTICLE IV	GRIEVANCE PROCEDURE	pages 3-5
ARTICLE V	RATES OF PAY	pages 5-6
ARTICLE VI	LONGEVITY	page 6
ARTICLE VII	COURT APPEARANCE/ OVERTIME	page 6
ARTICLE VIII	ENTITLEMENT ON ACCOUNT OF DEATH OR PERMANENT DISABILITY	page 7
ARTICLE IX	RETIREMENT BENEFITS	pages 7-8
ARTICLE X	INSURANCE PLANS	page 8-9
ARTICLE XI	COLLEGE DEGREES	pages 9-10
ARTICLE XII	CLOTHING ALLOWANCE	pages 10-11
ARTICLE XIII	LEGAL DEFENSE	page 11
ARTICLE XIV	SICK TIME	page 11
ARTICLE XV	HOLIDAYS	pages 12-13
ARTICLE XVI	PERSONAL DAYS	page 13
ARTICLE XVII	VACATION TIME	pages 13-15
ARTICLE XVIII	FUNERAL LEAVE	pages 15-16
ARTICLE XIX	ENTIRE AGREEMENT CLAUSE	page 16
ARTICLE XX	SEVERABILITY	page 16
ARTICLE XXI	EFFECTIVE DATE AND TERMINATION CLAUSE CONTRACT AGREEMENT	page 16 page 17

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, 1993.

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.

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.

IV. GRIEVANCE PROCEDURE

1. Definition. To provide for the expeditious and mutually satisfactory settlement for all grievances, the parties hereto do hereby agree upon the utilization of the following procedure:

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 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.

2. Employees' grievances shall be presented on forms prepared by the South Plainfield P.B.A. 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.
3. Arbitration
 - a. If no settlement of the grievance 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 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.
2. The salary guide for Employees shall be as follows:
 - a. Any new hire will be considered a Probationary Officer. A Probationary Officer will be considered a Probationary Officer for no longer than 12 months, at the end of which, he will become a Class D Officer.
 - b. A Class D Officer will be considered a Class D Officer for 24 months, at the end of which, he shall be a Class C Officer.
 - c. A Class C Officer will be considered a Class D Officer for 24 months, at the end of which, he shall be a Class B Officer.
 - d. A Class b Officer will be considered a Class D Officer for 24 months, at the end of which, he shall be a Class A Officer.
 - e. Senior Patrolmen are officers with 20 years of service.
 - f. This Agreement shall not stop the Police Chief, Mayor and Council, from hiring an officer and starting him at any class deemed appropriate on his previous experience.

	1993 (5.0 %)	1994 (5.0 %)	1995 (5.0 %)
Senior Patrolman	\$47,114.	\$49,469.	\$51,943.
Class A Officer	\$45,840.	\$48,132.	\$50,538.
Class B Officer	\$41,732.	\$43,819.	\$46,010.
Class C Officer	\$37,622.	\$39,503.	\$41,478.
Class D Officer	\$ 32,754.	\$ 34,392.	\$ 36,111.
Probationary	\$26,000 (FIXED)	\$27,300.	\$28,665.

3. It is expressly understood that the changes to the "D" and probationary steps set forth in Section 2 above shall not affect the two Employees currently in the academy nor the one Employee currently on step "D". Those three employees shall move through the salary guide as if it had remained unchanged, except for the percentage increases.

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.

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. Call out time shall be three hours.
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.

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.
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 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 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.

XIII. COLLEGE DEGREES

1. Officers who obtain full criminal justice degrees shall receive a onetime payment of \$200.00 payable within ninety (90) days of the award of said degree.
2. Officers who obtain associate degrees (two years) shall receive a onetime payment of \$100.00 payable within ninety (90) days of the award of said degree. Any active officer holding said degrees shall receive payment upon signing of this contract.
3. Any recognition of increased benefits for similar educational purposes by Employer shall accrue to members of this bargaining unit.

XIV. CLOTHING ALLOWANCE

1. All Employees subject to this Agreement shall be entitled to a uniform allowance in the sum of \$850.00 paid April 1st of each calender year.
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. 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 judgement, 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.

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.
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. Each Employee shall be entitled to three (3) personal days per year in addition to the above stated holidays.
4. 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.
5. All Employees, excluding supervisors, shall be paid a lump sum of \$1786 for 1993, \$1876 for 1994, and \$1970 for 1995 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.

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.

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, 1993 and shall continue in full force and effect from that date to and through December 31, 1995.

(BOTH THE SUPERVISORS AND PATROLMANS CONTRACT USED IN THESE STANDARDS)

STANDARDS: CHAPTER 22: 1.1, 1.4, 2.1, 2.5, 2.6, 2.8, 2.9,
2.10, 2.11,