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AGREEMENT

Between

Plainfield, City of
THE CITY OF PLAINFIELD

and

PLAINFIELD P.B.A. LOCAL 19
(Superior Officers)

X January 1, 1984 - December 31, 1985

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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 #19, Policemens' Benevolent Association (Superior Officers), hereinafter called the "PBA Superior Officers."

W I T N E S S E T H:

WHEREAS, the City has an obligation, pursuant to N.J.S.A. 34:13A-1 et seq., as amended, to negotiate with the PBA Superior Officers 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 I

RECOGNITION

1-1. The City hereby recognizes the PBA Superior Officers as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all Captains, Lieutenants and Sergeants, excluding all Police Officers, Detectives, and the Chief of Police whether on active employment or leave of absence authorized by the City.

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 Superior 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.

(b). Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering the matters they wish to discuss.

(c). All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the Superior Officers involved are free from assigned responsibilities, unless otherwise agreed.

(d). Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing and be adopted by both parties.

2-4. The City agrees not to negotiate concerning said employees in the negotiating unit, as defined in Article I of the Agreement, with any organization other than the PBA for the duration of this Agreement.

2-5. This Agreement shall not be modified in whole or in part by the parties except by an agreement in writing duly executed by both parties.

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.

3-3. Steps of the Grievance Procedure - Employee

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, with the exception of disciplinary action and other matters which are cognizable under Civil Service Law, Rules and Regulations, which shall proceed for resolution,

if any, in accordance with those Civil Service Rules and Regulations. In addition City initiated grievances will proceed in accordance with Section 3-4. The steps of the grievance procedure shall be followed in their entirety unless any step is waived by mutual consent:

Step One:

Whenever an employee has a grievance, he shall institute action under the provisions hereof within thirty (30) calendar days after the event giving rise to the grievance has occurred and an earnest effort shall be made to settle the differences between the aggrieved employee and his Bureau Commander, for the purpose of resolving the matter informally. Such grievance shall be in writing. Failure to act within the said thirty (30) calendar days shall be deemed to constitute an abandonment of the employee's rights under Step Six under this sub-section. 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) days of receiving the answer from the Chief of Police. Such notification shall include an explanation as to why the grievant is unsatisfied with the answer of the Chief of Police.

Step Four:

The Director of Public Affairs and Safety will attempt to find a mutually satisfactory solution to the grievance within ten (10) working days. If the grievant is unsatisfied with the answer to the grievance by the Director of Public Affairs and Safety, the grievant shall notify the City Administrator in writing within ten (10) days of receiving the answer from the Director of Public Affairs and Safety. Such notification shall include an explanation as to why the grievant is unsatisfied with the answer of the Director of Public Affairs and Safety.

Step Five:

The City Administrator will attempt to find a mutually satisfactory solution to the grievance within ten (10) working days. If the grievant is unsatisfied with the answer to the grievance by the City Administrator, the grievant shall notify the Mayor in writing within ten (10) days of receiving the answer from the City Administrator. Such notification shall include an explanation as to why the grievant is unsatisfied with the 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 Commission, if any, shall be paid in its entirety by the Party initially filing the request for an Arbitrator. Either party desiring to present witnesses shall pay for the expenses of those witnesses and any other expenses which the parties may individually incur. The Arbitrator shall render his decision in writing with reasons therefore within thirty (30) days of the close of the hearing.

3-4. City Grievances:

Grievances initiated by the City shall be filed directly with the PBA President within thirty (30) calendar days after the event giving rise to the grievance which has occurred. A meeting shall be held within ten (10) calendar days after the filing of the grievance between representatives of the City and PBA in an earnest effort to adjust the difference between the parties. In the event the parties are unable to resolve their differences, the matter shall proceed to arbitration in accordance with Step Six above, including the same manner of costs.

3-5. Rights of Superior Officers to Representation:

(a). Any party in interest may be represented at all stages of the grievance or disciplinary hearing procedure by himself, or at his option, by a representative selected or approved by the PBA, or by counsel of his choice.

When a Superior 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 Superior 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.

3-7. Internal Advisory Hearing Board:

(a) The City and the PBA agree to utilize the Internal Advisory Hearing Board as provided in Section 2:7-2 and Sections 3:6-1 through 3:6-9 of the Plainfield Municipal

Code as a part of the disciplinary process involving sworn police personnel and the aforementioned portions of the Municipal Code are made a part of this Agreement, except as amended herein.

I. Section 3:6-1. Selection of Advisory Review Board Panel

Whenever a member of the Police Division is served with a notice of disciplinary action where the possible penalty is more than five days, the following procedure for selection of the Advisory Review Board Panel will be followed:

(a) Composition of the Board

1. When the member being charged is of the rank of sergeant the Board will consist of two sergeants and two lieutenants.

2. When the member being charged is of the rank of lieutenant the Board will consist of two lieutenants and one captain.

3. When the member being charged is of the rank of captain or above, the hearing officers shall take the place of the Advisory Review Board Panel.

4. Service on the Board is voluntary and a member selected shall be entitled to disqualify himself or herself from sitting on the Advisory Review Board Panel by notifying the Chief of Police via written report requesting disqualification.

Section 3:6-2. Selection of 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 set 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.

Section 3:6-3. Remains as is, except as provided herein:

Section 3:6-3(3)(e) Replacement.

Replacement of any member removed by challenge or for cause shall be by lottery selection as outlined in §3:6-2.

Section 3:6-4. Remains as is

Section 3:6-5. Jurisdiction

(a) The Advisory Review Board shall have jurisdiction to hear all cases where any officer of the Division of Police has been served with a preliminary notice of disciplinary action where the penalty requested is more than five days, and shall sit in attendance with the presiding officers.

(b) Remains as is

(c) Whenever a member of the Police Division is served with a notice of disciplinary action where the possible penalty is 5 days or less, the matter shall be heard by the Chief of Police, or his designee, and a ranking officer, in accordance with the following procedure:

(a) The disciplinary hearing shall be held within ten (10) calendar days after the matter is brought to the Chief of Police's or his designee's attention. The Superior Officer shall be represented solely by the PBA 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 Superior 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 Superior 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. Remains as is

Section 3:6-7. Remains as is

Section 3:6-8. Remains as is

Section 3:6-9. Remains as is

II. Disciplinary Waiver

Prior to presenting a Superior Officer with a disciplinary waiver, the City shall notify the Superior Officer and the PBA and allow a PBA Representative to be present, when the Superior Officer is presented with the disciplinary waiver.

(b) Any grievance under Article III of this Agreement concerning an interpretation of Sections 3:6-7 through 3:6-9 of the Plainfield Municipal Code is not subject to Step Six of the grievance procedure identified in Article III, Section 3 of this Agreement.

(c) It is understood that time constraints associated with disciplinary action or notice of a complaint are intended to give an officer adequate notice of a complaint and time to prepare a defense if charges are filed. Failure to meet any of the specific time limits is not in and of itself grounds for dismissal of any disciplinary action.

ARTICLE IV

SUPERIOR 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 Superior 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 Superior 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 within 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 by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular monthly

Employee Representative Group dues, fees, and assessments as certified to the employer by the Employee Representative Group.

(b). The Employee Representative Group may revise its certification of the amount of each representation fee at any time to reflect any changes in the regular Employee Representative Group membership dues, fees and assessments.

(c). It is clearly recognized and understood that such representation fee does not accord to such persons any benefit which is clearly an affordable benefit of members in good standing of the Employee Representative Group, but rather affords adequate or sufficient rights related to the right to PBA representation granted by State Statute, City Ordinance, Contractual Obligation.

(d). The Employee Representative Group's entitlement to the representation fee shall be continued beyond the termination date of this Agreement so long as the Employee Representative Group remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the parties to this Agreement.

(e). 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.

ARTICLE V

PBA RIGHTS AND PRIVILEGES

5-1. The City agrees to make available to the PBA in response to reasonable requests, available information concerning the financial resources of the City and the names and addresses of all Superior Officers which the PBA may require in collective negotiations or the processing of grievances.

5-2. Whenever any representatives of the PBA or any Superior Officer is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

5-3. The PBA shall have the right to use the bulletin board at Police Headquarters to post appropriate materials.

5-4. The President, Vice-President, Recording Secretary, Financial Secretary, Treasurer, Sergeant of Arms, and State Delegate of the PBA may request the opportunity to attend regular PBA monthly meetings without loss of pay in the event that any of the aforementioned individuals are scheduled for duty during the time of the meeting. This request is subject to approval by the Chief of Police and if denied subject to appeal to the Director of Public Affairs and Safety whose paramount concern shall be the needs of the police services and the City. Therefore, either the Chief of Police and/or the Director of Public Affairs and Safety may deny the re-

quest for attendance by any or all of the aforementioned individuals at such meetings in 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.

ARTICLE VI

CITY'S RIGHTS AND PRIVILEGES

6-1. Management Responsibilities:

It is recognized that the management of the City Government, the control of its properties and the maintenance of order and safety, is solely a responsibility of the City. Accordingly, the City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing following rights:

1. The executive management and administrative control of the City Government and its properties and facilities, and the activities of its employees.
2. The selection and direction of the work forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer.

The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policies, rules, regulations and practices, in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed 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 wilfull absence of a Superior 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.

Nothing contained in this Agreement pursuant to Section 6-2 shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for in-

junction or damages, or both, in the event of such breach by the PBA or its members.

6-3. Reprisal or Harassment Prohibited:

No reprisals or harassment of any kind shall be taken by the PBA or its representatives against any member of the City bargaining team or any management participant in the grievance procedure by reason of such participation or by reason of participation in the collective bargaining process.

ARTICLE VII*

HOURS OF EMPLOYMENT

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

(a). Designated personnel will work eight and one-half (8-1/2) hours per day, four (4) days on, two (2) days off.

(b). Once every twenty-four (24) weeks personnel involved in the eight and one-half (8-1/2) hour plan will work an additional day, making it five (5) days on two (2) days off.

(c). Personnel will be assigned to three (3) regular shifts which will commence duty at 0750, 1550, and 2330 hours respectively.

(d). There will be a fourth overlapping shift which will also work eight and one-half (8-1/2) hours per day, with daily starting time to vary and be based on current trends and needs for services, as determined by the Chief of Police, however, it will operate during the evening high incident hours.

(e). Shift changeovers will occur every second Monday. The exact hours for particular employees and other personnel shall be established by the Chief of Police and

* Pending the Public Employment Relations Commission's decision on Docket No. SN-84-45 filed by the PBA.

approved by the Director of Public Affairs and Safety and the City Administrator.

7-2. It is hereby agreed that a continuing monitoring of overtime duty hours for Superior 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. A. It is recognized that Captains in the Police Division fulfill a higher management function and that they will therefore not be entitled to any overtime compensation for any hours worked in excess of the normal work week set forth in Article VII, 1., above.

B. Authorized overtime worked by Sergeants and Lieutenants in 1984 and 1985 will be compensated as follows:

(a). No compensation for first sixteen (16) hours worked during calendar year.

(b). Authorized overtime worked beyond sixteen (16) hours during calendar year will be compensated in time off or pay at a rate of time and one-half (1-1/2) for

each hour worked, except that for the first half hour worked after a normal tour of duty, payment will be at straight time.

ARTICLE VIII

NON-POLICE DUTIES

The City and the PBA acknowledge that a Superior 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 Sergeants and Lieutenants 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.

ARTICLE IX

SALARIES

1. Effective January 1, 1984, all Superior Officers shall receive a 5.5% across-the-board salary increase, in addition to a merit increment for those officers not at maximum.

2. Effective July 1, 1984, the January 1, 1984 11 Step Salary Guide shall be reduced one (1) step to a 10 Step Salary Guide. Placement shall be in accordance with the parties' June 8, 1984 Memorandum of Agreement.

3. Effective January 1, 1985, all Superior Officers shall receive a 5.0% across-the-board salary increase in addition to a merit increment for those officers not at maximum.

4. Effective July 1, 1985, the January 1, 1985 10 Step Salary Guide shall be reduced one (1) step to a 9 Step Salary Guide. Placement shall be in accordance with the parties' June 8, 1984 Memorandum of Agreement.

The salary guides for employees for 1984 and 1985 are set forth in Schedules A,B,C;&D 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.

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 Superior 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 five 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 who has completed five (5) years of service with pay a group life insurance policy of a face value of \$4,000.00.

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

(a). Those Superior Officers who have not yet completed five (5) years of service will be provided a Disability Insurance Plan which will provide income of fifty (50%) percent of the employee's present salary following the utilization of all sick and vacation leave that would be forthcoming or a one hundred eighty (180) day waiting period, whichever is longer.

In the event that an employee exhausts his or her accumulated sick and vacation leave prior to the expiration of the one hundred eighty (180) day waiting period, the City agrees to pay fifty (50%) percent of the employee's salary up to the expiration of the one hundred eighty (180) day waiting period. Such payment of fifty (50%) percent of salary will be provided following a determination by the City Physician that the employee's illness or injury is of sufficient quality and duration that it could qualify the employee for long term disability coverage. After the completion of five (5) years of service, the disability income insurance coverage will terminate and the employee will be provided group life insurance as provided in Section 11-2 (above).

(b). Superior Officers with more than five (5) years of service are covered by disability income under the Police Pension System providing that the employee retires as a result of the disability. The City agrees to provide a supplemental Disability Income Insurance Plan to Superior Officers with more than five (5) years of service. 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 leave and vacation leave and will provide coverage from the time of exhaustion of benefits up until one year from the time of injury or illness commenced. Such payment shall be at fifty (50%) percent of

salary and will be provided following a determination by the City Physician that the employee's illness or injury is of sufficient quality and duration that it could qualify the employee for long term disability coverage.

11-4. The City may allow, with the approval of the City Administrator sworn police personnel, who experience a lengthy off-duty illness or injury to borrow up to two (2) years future sick time upon exhaustion of accumulated sick and vacation time. The understanding of this option is that the employee must have at least one (1) year seniority and understands the obligatory nature of this type of action. Requests submitted under this section, if approved by the City Administrator, shall be accepted in writing by the affected employee.

11-5. The City agrees to provide a prescription plan for employees consistent with the arbitration ruling of June 22, 1978. As provided in the arbitration ruling, the City's financial obligation for the prescription plan shall not exceed \$12,800.00 per year. This clause shall survive the termination date of this contract as a continuing benefit to the PBA.

ARTICLE XII

VACATIONS AND HOLIDAYS

12-1. All employees shall earn vacation as set forth in Section 11:9 of the Municipal Code of the City of Plainfield. The Schedule is as follows:

1	- 5 years of service	13 days
6	- 10 years of service	16 days
11	- 15 years of service	19 days
16	- 20 years of service	22 days
21	- years of service and more	26 days

12-2. All Superior Officers below the rank of Captain shall have the following holiday schedule:

(a). Thirteen (13) holidays per year. Eight (8) of the holidays shall be taken as additional vacation days and five (5) of the holidays may be taken as additional vacation days or as "paid days." Employees shall advise the Chief of Police of their intention to treat the five (5) holidays as vacation days or "paid days" by February 1, so the City may budget its financial obligations accurately. The payment for paid days will be made the first regular pay day in December.

(b). All Superior Officers assigned to the Administrative Bureau, the Traffic Section, and the Service Bureau, shall receive the cited holidays but shall not receive "paid days" option. If personnel are assigned as indicated during the year, adjustments will be given on a prorated basis which shall be set forth in writing, prior to assignment.

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 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.

C. If the computation of longevity as set forth in the 1975 salary ordinance using the 1976 salary guide results in a higher figure than the longevity payment scheduled above, the employee will receive the higher longevity payment amount. If the 1976 longevity payment is higher than the longevity payment, as reflected in the schedule above, the employee will continue to receive the 1976 longevity payment total in 1984 and 1985.

ARTICLE XIV

MISCELLANEOUS

14-1. If any provisions 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 Superior 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 Superior 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.

14-4. If there is any conflict between the terms of this Agreement and any ordinance hereafter enacted, the terms of this Agreement shall prevail. Reference to

any Ordinance in this Agreement shall be such Ordinances in effect at the time of adoption of this Agreement referring to matters contained herein and shall have no effect upon this Agreement without consent of the parties hereto.

14-5. Retroactive to January 1, 1984, when any Superior Officer of the Police Division is directed by the Police Chief or his authorized designee to serve in the capacity of:

1. Commanding Officer of the Uniformed Bureau
2. Commanding Officer of the Administrative Bureau
3. Commanding Officer of the Criminal Investigation Bureau
4. Commanding Officer of the Service Bureau, and/or
5. Watch Commander (Lieutenant) or any other

assignment deemed necessary by the Police Chief and such assignment exceeds twenty-five (25) hours within a two (2) week period, he shall be paid the appropriate rate of pay for all hours worked in said assignment as provided in Section 11:7-5(c) of the Municipal Code of the City of Plainfield.

14-6. All employees assigned to the Criminal Investigation Bureau shall receive up to \$300.00 per year for civilian clothing worn in the performance of his duty. Any payment under this section will be made upon receipt of verification of clothing purchase.

14.7. All uniformed employees shall receive in each year of this Agreement a \$300.00 payment as reimbursement for maintenance of their uniforms. This payment will be made in December of each year.

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.

14-10. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE XV

DURATION OF AGREEMENT

15-1. This Agreement shall be effective as of January 1, 1984 and shall continue in effect until December 31, 1985, 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:

Steven W. Kelly
Secretary
Date: 27 JUN 84

POLICEMEN'S BENEVOLENT ASSOCIATION
(Superior Officers)

By: Robert A. Reed
President
Date: 27 Jun 84

ATTEST:

Debra P. McDaniel
DEPUTY City Clerk
Date: June 28, 1984
220-6014 Approved 6/24/84

CITY OF PLAINFIELD

By: Richard J. O'Neil
Mayor
Date: 27 June 84

SCHEDULE A

SUPERIOR OFFICERS
SALARY GUIDE
EFFECTIVE JANUARY 1, 1984

SERGEANT - GRADE 19

Increment - \$751

<u>Step #</u>	<u>Salary</u>
19-1	20,422
19-2	21,173
19-3	21,924
19-4	22,675
19-5	23,426
19-6	24,177
19-7	24,928
19-8	25,679
19-9	26,430
19-10	27,181
19-11	27,932

LIEUTENANT - GRADE 22

Increment - \$863

<u>Step #</u>	<u>Salary</u>
22-1	23,526
22-2	24,389
22-3	25,252
22-4	26,115
22-5	26,978
22-6	27,841
22-7	28,704
22-8	29,567
22-9	30,430
22-10	31,293
22-11	32,156

CAPTAIN - GRADE 25

Increment - \$995

<u>Step #</u>	<u>Salary</u>	<u>Step #</u>	<u>Salary</u>
25-1	27,130	25-8	34,095
25-2	28,125	25-9	35,090
25-3	29,120	25-10	36,085
25-4	30,115	25-11	37,080
25-5	31,110		
25-6	32,105		
25-7	33,100		

SCHEDULE B

SUPERIOR OFFICERS
SALARY GUIDE
EFFECTIVE JULY 1, 1984

SERGEANT - GRADE 19

Increment - \$835

<u>Step #</u>	<u>Salary</u>
19-1	20,422
19-2	21,257
19-3	22,092
19-4	22,927
19-5	23,762
19-6	24,597
19-7	25,432
19-8	26,267
19-9	27,102
19-10	27,937

LIEUTENANT - GRADE 22

Increment - \$959

<u>Step #</u>	<u>Salary</u>
22-1	23,526
22-2	24,485
22-3	25,444
22-4	26,403
22-5	27,362
22-6	28,321
22-7	29,280
22-8	30,239
22-9	31,198
22-10	32,157

CAPTAIN - GRADE 22

Increment - \$1,106

<u>Step #</u>	<u>Salary</u>	<u>Step #</u>	<u>Salary</u>
25-1	27,130	25-6	32,660
25-2	28,236	25-7	33,766
25-3	29,342	25-8	34,872
25-4	30,448	25-9	35,978
25-5	31,554	25-10	37,084

SCHEDULE C

SUPERIOR OFFICERS
SALARY GUIDE
EFFECTIVE JANUARY 1, 1985

SERGEANT - GRADE 19

Increment - \$877

<u>Step #</u>	<u>Salary</u>
19-1	21,444
19-2	22,321
19-3	23,198
19-4	24,075
19-5	24,952
19-6	25,829
19-7	26,706
19-8	27,583
19-9	28,460
19-10	29,337

LIEUTENANT - GRADE 22

Increment - \$1,007

<u>Step #</u>	<u>Salary</u>
22-1	24,703
22-2	25,710
22-3	26,717
22-4	27,724
22-5	28,731
22-6	29,738
22-7	30,745
22-8	31,752
22-9	32,759
22-10	33,766

CAPTAIN - GRADE 25

Increment - \$1,162

<u>Step #</u>	<u>Salary</u>	<u>Step #</u>	<u>Salary</u>
25-1	28,487	25-6	34,297
25-2	29,649	25-7	35,459
25-3	30,811	25-8	36,621
25-4	31,973	25-9	37,783
25-5	33,135	25-10	38,945

SCHEDULE D
 SUPERIOR OFFICERS
 SALARY GUIDE
EFFECTIVE JULY 1, 1985

SERGEANT - GRADE 19

Increment - \$987

<u>Step #</u>	<u>Salary</u>
19-1	21,444
19-2	22,431
19-3	23,418
19-4	24,405
19-5	25,392
19-6	26,379
19-7	27,366
19-8	28,353
19-9	29,340

LIEUTENANT - GRADE 22

Increment - \$1,133

<u>Step #</u>	<u>Salary</u>
22-1	24,703
22-2	25,836
22-3	26,969
22-4	28,102
22-5	29,235
22-6	30,368
22-7	31,501
22-8	32,634
22-9	33,767

CAPTAIN - GRADE 25

Increment - \$1,308

<u>Step #</u>	<u>Salary</u>	<u>Step #</u>	<u>Salary</u>
25-1	28,487	25-6	35,027
25-2	29,795	25-7	36,335
25-3	31,103	25-8	37,643
25-4	32,411	25-9	38,951
25-5	33,719		