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PREAMBLE

This AGREEMENT entered into this 17th day of July 1972, by and between the City of Plainfield, a municipal corporation of the State of New Jersey, hereinafter called the "City" and Local No. 19, Policemen's Benevolent Association, hereinafter called the "PBA".

W I T N E S S E T H:

WHEREAS, the City and the PBA recognize and declare that providing quality police protection for the City is their mutual aim; and

WHEREAS, the City Council and the City Administration retain the basic decision-making powers over fiscal and management questions, although they are willing to consult with employee representatives on employee oriented matters; and

WHEREAS, the members of the police force are particularly qualified to advise the formulation of policies and program designed to improve the standards of police protection; and

WHEREAS, the City has an obligation, pursuant to Chapter 303, Public Laws 1968, 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.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I RECOGNITION

1-1. The City hereby recognizes the PBA as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all sworn police personnel, excluding the Police Chief, whether on active employment or leave of

absence authorized by the City.

ARTICLE 2 - NEGOTIATION PROCEDURE

2-1. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws 1968, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of policemen employment. Such negotiations shall begin not later than September 1st of the calendar year next preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all policemen, 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 matters they wish to discuss.

(c) All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the policemen 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. Except as this agreement shall hereinafter and otherwise provide, terms and conditions of employment, applicable on the

effective date of this agreement to employees covered by this agreement, as established by the rules, regulations or policies of the City in force on said date shall continue to be applicable during the term of this agreement, nor shall this agreement be interpreted or applied so as to eliminate, reduce, or detract from fringe benefits existing prior to its effective date. This agreement shall, however, supersede any prior written agreement between the parties covering the same subject matters and any inconsistent written agreement between the City and the PBA or any individual employee covered by this agreement is hereby superseded. The City and PBA agree that the intent of this agreement is to embody all the negotiated terms and conditions governing the employment of employees in the unit and that except as hereinabove provided this document constitutes the sole and complete agreement between the parties.

2-5. The City agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the PBA for the duration of this Agreement.

2-6. 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.

2-7. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### ARTICLE 3 - GRIEVANCE PROCEDURE

3-1. Procedures governing grievances by policemen shall be in accordance with Section 11:13 of the Municipal Code of the City of Plainfield and amendments thereto. In the event of disagreement between the City and the PBA, the aforesaid grievance procedure and those procedures set forth in this Agreement shall be followed. The City and the PBA agree that it is generally advisable to avoid public statements to the mass media prior to exhaustion of the aforesaid grievance procedures. The City and the PBA further agree that in the event it is deemed necessary to issue statements to the mass media at any time during or after the aforesaid grievance procedures, said statements shall be made by the City through its City Administrator or his duly authorized agent and by the PBA through its President or his duly authorized agent and both parties agree they will use their best efforts to prevent the making of statements relative to the matters in controversy by persons other than those mentioned herein.

#### 3-2. Rights of Policemen 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 policeman 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 policeman is not a member of the PBA, consent must be granted by said Policeman 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.

3-3. 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 representative unless public hearings are required by law.

3-4. Internal Advisory Hearing Board

Notwithstanding any other provision of this Agreement or any ordinance of the City of Plainfield to the contrary, the City and the PBA agree to devise a mutually satisfactory "Internal Advisory Hearing Board" to consider all complaints made relative to the conduct, acts or omissions of members of the Division of Police. The City agrees to implement the Board as soon as the City and PBA have reached agreement on the composition, powers and responsibilities of the Board and after similar agreements are reached between the City and other bargaining groups, but in any event, not longer than sixty (60) days after the form of the ordinance is agreed upon by the City and the PBA.

ARTICLE 4 - POLICEMEN'S RIGHTS

4-1. Pursuant to Chapter 303, Public Laws 1968, the City hereby agrees that every policeman shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other

concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the City undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any policeman in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any policeman with respect to hours, wages or any terms or conditions of employment by reason of his membership in the PBA and its affiliates, his participation in any activities of the PBA and its affiliates, collective negotiations with the City or by reason of participation in any lawful action of the collective negotiation or bargaining process, or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

4-2. Nothing contained herein shall be construed to deny or restrict to any policeman such rights as he may have under any other applicable laws and regulations. The rights granted to policemen hereunder shall be deemed to be in addition to those provided elsewhere.

#### ARTICLE 5 - PBA RIGHTS AND PRIVILEGES

5-1. The City agrees to make available to the PBA in response

to reasonable requests from time to time, all available information concerning the financial resources of the City, including but not limited to: annual financial reports and audits, a list of certified police personnel, budgetary requirements and allocations, agendas and minutes of all City Public Council meetings, census data, names and addresses of all policemen, and other such information that shall assist the PBA in developing intelligent, accurate, informed and constructive programs on behalf of the policemen. The City further agrees to make available information which may be necessary for the PBA to process any grievance or complaint, except in the case of personnel matters, in which cases the release of information shall be made on the basis of legal advice from the Corporation Counsel.

5-2. Whenever any representative of the PBA or any policeman 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 PBA bulletin board at Police Headquarters to post appropriate materials.

5-4. The President, Recording Secretary, Financial Secretary, Treasurer and State Delegate of the PBA shall have the right to attend regular PBA monthly meetings without loss of pay. However, this right is subject to denial by the Chief of Police, subject to appeal to the Director of Public Affairs and Safety, based on the needs of the Police service. The PBA members of committees may attend a reasonable amount of PBA committee meetings without a loss of pay, subject to the condition listed above.

#### ARTICLE 6 - CITIES RIGHTS AND PRIVILEGES

##### 6-1. Management Responsibilities

It is recognized that the management of the City govern-

ment, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the City. Accordingly the City retains the rights, including but not limited, to select and direct the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons; decide the number and location of its facilities, stations, etc., determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work together with the selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

6-2. Ban On Strikes

It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is of paramount importance to the citizens of the community and that there should be no unlawful interference with such operation. Parties hereto agree that there will not be and that the Association, its officers, members, agents, or principals will not engage in strikes, slowdowns, lockouts or organized mass absenteeism. The City shall have the right to discipline or discharge any employee participating in a strike, slowdown, lockout or organized mass absenteeism.

ARTICLE 7 - HOURS OF EMPLOYMENT

7-1. The normal week of a policeman shall consist of five (5) days of eight (8) hours each. The exact hours for particular employees shall be established by the Police Chief and approved



the Director of Public Affairs and Safety and the City Administrator. It is the intention that hours of all shifts shall be equalized during each calendar month or four-week period.

7-2. Retroactive to January 1st, 1972, but subject to budget limitations of \$40,000.00 which City represents is available for overtime pay in 1972, sworn members of the Police Division below the rank of Sergeant shall be entitled to compensation at the prevailing hourly rate, paid said member for all "overtime hours worked" provided this overtime has not already been compensated as compensatory time off. Patrolmen may have the option of utilizing compensatory time off in lieu of payment.

7-3. It is hereby agreed that a continuing monitoring of overtime duty hours for Patrolman shall be made by the City and by 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 Captains of each Bureau and as approved by the Chief of Police and 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.

7-4. It is recognized that Captains, Lieutenants and Sergeants will serve a certain amount of overtime without compensation and compensatory leave. If such overtime becomes extraordinary, however, compensation and compensatory leave shall be renegotiated between the parties hereto. The City and the PBA agree to negotiate to define "extraordinary". If mutual agreement shall be reached same shall be made an addendum to this contract .

ARTICLE 8 - NON-POLICE DUTIES

8-1. The City and the PBA acknowledge that a policeman's primary responsibility is to perform police duties and that his energies should, to the fullest extent, be utilized to this end.

8-2. Any time spent by the Patrolman outside of normal working hours in training sessions, Grand Jury testifying, testifying in Court and in other extra-police activities shall be compensated for, as set forth in Article 7. Training attended on a voluntary basis or attendance at college shall not be included for compensation. Each day spent at a Training Session shall be computed on the basis of an 8 hour day regardless of the number of hours spent at the training site during that day, unless otherwise approved by the Chief of Police.

ARTICLE 9 - SALARIES

9-1. The salaries of all policemen employed by the City are set forth in "Schedule A", which is attached hereto and made a part hereof.

ARTICLE 10 - SICK LEAVE AND LEAVES 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.

ARTICLE 11 - 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 service ease as determined by the City in consultation with the PBA for all Policemen 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 majority of the five recognized City employee groups.

11-2. In addition to any and all other life insurance coverage currently afforded to members of the Police Division by virtue of their participation in the Policemen and Firemen's Retirement System, or any other like system, the City will provide each member of the Police Division with and pay the premiums for a whole life (group) insurance policy of a face value of \$4,000.00 to be effective July 1, 1972.

ARTICLE 12 - VACATIONS AND HOLIDAYS

12-1. All members of the Police Division shall have the vacation leave set forth in Section 11:9-1 of the Municipal Code of the City of Plainfield and such additional vacation period as set forth in paragraph 12-2.

12-2. All members of the Police Division below the rank of Captain shall have the following holiday schedule:

(a) Thirteen (13) holidays per year, being those thirteen (13) holidays granted to the other personnel of the City as provided in Section 11:9-2 of the Municipal Code of the City of Plainfield. Eight (8) of the aforementioned holidays shall be taken as additional vacation days (i.e. in addition to the vacation period provided in Section 11:9-1 of the Municipal Code of the City of Plainfield, and five (5) of the aforementioned holidays shall be "paid holidays," payment to be made in the first regular pay period in December 1972). Members are expected to work on these paid holidays at their prevailing wage rate.

(b) In the calendar year 1973, the City reserves the right to reduce to three (3) the number of "paid holidays" as mentioned in (a) above and to add the remaining ten (10) holidays to the employee's vacation period.

(c) The Police Chief, all Captains and 6 officers of varying ranks, working a normal 40 hour week shall also receive thirteen (13) holidays but shall receive no "paid holiday" unless the officer agrees to work in the patrol division on said holiday. If personnel are assigned administrative functions during the year,

adjustments will be given on a pro-rated basis which shall be set forth in writing, prior to assignment.

ARTICLE 13 - MISCELLANEOUS.

13-1. This Agreement constitutes City policy for the term of said Agreement, and the City shall carry out the commitments contained herein and give them full force and effect as City policy.

13-2. 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.

13-3. Any individual contract between the City and an individual policeman, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions in this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

13-4. The City and the PBA agree that there shall be no discrimination and that all practices, procedures and policies of the police system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of policemen on the basis of race, creed, color, religion, national origin, marital status or sex.

13-5. Copies of this Agreement together with copies of the City Personnel Ordinance and Amendments thereto shall be reproduced within 30 days after the agreement is signed and shall be supplied to all policemen 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.

13-6. 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 ordinances <sup>cited herein</sup> shall mean those ordinances in effect at the time of the adoption of this Agreement. Amendments to such ordinances subsequent to the adoption of this Agreement referring to matters contained herein, shall have no effect upon this Agreement without consent of all parties hereto.

13-7. Table of Organization

The Table of Organization of the Police Division for the calendar year 1972 shall be as follows:

Police Chief: 1 - The filling of this position is the subject of an agreement between the PBA and the City embodied in a letter from the City Administrator to the attorney for the PBA. dated March 30, 1971.

Captains: 4

Lieutenants: 6

Sergeants: 17

Patrolmen: 101

The City acknowledges that it intends to appoint five (5) Sergeants in order to partially fulfill the foregoing Table of Organization and proposes to make said appointments on or before June 1st, 1972, provided, however, that the City's failure to make said appointments within the time specified shall not be deemed a breach or violation of this Agreement.

13-8. Retroactive to January 1st, 1972, when any member of the Police Division is directed or requested by the Police Chief to serve in the capacity of and perform the functions of a higher grade member of the Division for a period of twenty (20) consecutive duty hours, he shall

receive for each hour served in said higher grade the compensation provided for said higher grade. This payment does not pertain to those individuals who are assigned to perform duties of the Police Chief.

13-9. All Patrolmen and Sergeants assigned to the plainclothes unit of the Criminal Investigation Bureau shall receive up to \$200.00 per year for civilian clothing on a pro-rata basis. All Patrolmen and Sergeants of the Special Enforcement Squad shall receive up to \$75.00 per year for civilian clothing on a pro-rata basis, as is required for the assignment.

13-10. City agrees to direct the Payroll Division to withhold or deduct from the payroll check of each PBA member in each pay period a sum sufficient to result in an annual deduction from the pay of each PBA member the sum of \$60.00 and to forward to the PBA the amount deducted in each pay period.

13-11. The PBA <sup>single</sup> President or other/designee of the PBA shall be assigned to day tours to permit said officer or designee to attend to PBA business.

#### ARTICLE 14 - DURATION OF AGREEMENT

14-1. This Agreement shall be effective as of January 1st, 1972, and shall continue in effect until December 31st, 1972, subject to the PBA's and the City's right to negotiate over a successor agreement as provided in Article 2. 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 City has caused this Agreement to be signed by its Mayor and attested by the City Clerk and its corporate seal placed thereon, all on the day and year first above written.

SCHEDULE "A"

SALARY GUIDE

<u>GRADE</u>	<u>INCREMENT</u>	<u>BEGINNING</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>MAXIMUM</u>
			<u>Captains</u>			
22	918	\$12,244	\$13,162	\$14,080	\$14,998	\$15,916
			<u>Lieutenants</u>			
20	833	\$11,105	\$11,938	\$12,771	\$13,604	\$14,437
			<u>Sergeants</u>			
18	756	\$10,073	\$10,829	\$11,585	\$12,341	\$13,097
			<u>Patrolmen</u>			
15	654	\$ 8,701	\$ 9,355	\$10,009	\$10,663	\$11,317

Half steps may be used where necessary because of date of employment.

POLICEMEN'S BENEVOLENT ASSOCIATION

By: *James Phleggi*  
President

ATTEST:  
*David Lema*  
Secretary

CITY OF PLAINFIELD

By: *Paul H. Blatz, Jr.*  
Mayor

ATTEST:  
*Madeline J. Thompson*  
Deputy City Clerk



RESOLVED, That this City Council hereby ratifies the execution of the attached agreement between the City of Plainfield and the Policemen's Benevolent Association (PBA) and authorizes the Mayor and City Clerk to execute same.

Adopted by the City Council

July 17, 1972

Madelina G. Thompson  
Deputy City Clerk