

AGREEMENT BETWEEN

THE BOROUGH OF NORTH PLAINFIELD

AND

NORTH PLAINFIELD PBA SO LOCAL NO. 85

JANUARY 1, 2016 THROUGH DECEMBER 31, 2019

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PREAMBLE

This Agreement made this _____ day of _____, 2017, between the **BOROUGH OF NORTH PLAINFIELD** (hereinafter referred to as the "Borough") and the **NORTH PLAINFIELD POLICEMAN'S BENEVOLENT ASSOCIATION, LOCAL NO. 85, SUPERIOR OFFICERS** (hereinafter referred to as the "PBASO") shall be binding upon both parties.

ARTICLE I

RECOGNITION OF THE BARGAINING UNIT

The Borough hereby recognizes the PBASO as the exclusive representative and bargaining agent for all Superior Officers in the ranks of Sergeant and above (hereinafter referred to as "Officers"), excluding the Chief of Police, on subjects including salaries, hours of work, fringe benefits, working conditions, procedures for the adjustment of disputes, grievances and other related matters.

ARTICLE II

SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any Officer or group of Officers 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 and the parties shall renegotiate concerning any such invalidated provisions.

ARTICLE III

UNION BUSINESS

The Borough grants the three (3) members of the PBASO Negotiating Committee and the three (3) members of the PBASO Grievance Committee leave from duty, with full pay, for all meetings between Borough officials and the PBASO for purposes of negotiating an Agreement and for the processing of grievances, when such meetings occur during the concerned committee members' scheduled duty hours. The parties agree to be bound by the provisions of N.J.S.A. 40A:14-177.

ARTICLE IV

ACTING ASSIGNMENTS

Effective January 1, 2009, all work performed in a higher rank shall be paid at the rate of the higher ranked position. Such acting assignments are those performed at the direction of the Chief of Police or his designee.

ARTICLE V

4 x 4 SCHEDULE MODIFICATIONS

Section 1.

The parties recognize that it is in their mutual best interests to continue a work schedule in the Patrol Division, commonly referred to as 4 x 4. In order to implement the 4 x 4 work schedule, the modifications to the basic agreement hereinafter set forth shall apply to those Officers assigned to the Patrol Division. Such modifications appear at Article VI, Sections 1, 2 and 3; Article VII, Sections 1, 4 and 5; Article VIII; Article IX, Sections 1, 2, 3 and 4; and, Article XI, Section 1 and are designated "(4 x 4 Modification)". For Officers assigned to other divisions within the Police

Department, the modifications shall be inapplicable to the extent any of the terms of such modifications are consistent with the terms of the basic Agreement.

Section 2.

Except as may be explicitly provided in the modifications for specific situations, it is the intent of the parties that implementation, operation, and/or termination of the 4 x 4 system shall not engender additional cost to the Borough or loss of man hours worked; or an additional economic benefit to any Officer; or the loss of any economic benefit to any Officer. In the event of any dispute between the parties as to the economic impact of the 4 x 4 system on any situation, the intent of the parties as expressed in this Section shall be the determinant.

Section 3.

The current work schedule shall continue.

Section 4.

The 4 x 4 modifications shall not be construed as reducing any powers or authority heretofore residing in the Chief of Police nor shall they be construed as limiting, in any way, the rights and privileges heretofore or herein granted to the members of the PBASO under Article XVII, except as specifically modified in this Agreement.

Section 5.

The provisions of the 4 x 4 modifications shall continue in effect unless superseded by a new Collective Bargaining Agreement.

ARTICLE VI
HOURS OF WORK

Section 1.

The work day shall consist of not more than eight (8) consecutive hours in a twenty-four (24) hour period and the work week shall consist of not more than forty (40) hours per week, except when occasioned by regular shift change. The work schedule shall consist of five (5) days on duty and two (2) days off duty, consistent with the current work schedule.

Section 1(a). (4 x 4 Modification)

The work schedule shall consist of four (4) eleven (11) hour days and four (4) days off, totaling an average of not more than forty-four (44) hours during an eight (8) day cycle; except that the difference between the total number of hours per year scheduled and the total number of two thousand eighty (2,080) hours per year required shall be made up to the Department as per Article VI, Sections 2 and 3, of the Collective Bargaining Agreement. The work day shall consist of one (1) eleven (11) hour tour of duty.

Section 2.

As all Employees of the Police Department are required prior to vacation, sick time, etc., to work two thousand eighty (2,080) hours per year, those Officers working the 4 x 4 schedule fall short of this number. Being that the majority of the Officers working the 4 x 4 schedule prefer not to have a regular schedule indicating when these additional hours will be worked, the following will be the areas in how these hours will be made up:

a. In Service Training

1. Two (2) day Mandatory Somerset County Firearms training
2. North Plainfield Mandatory Firearms Training
3. CPR Training
4. First Aid Training

5. Other In Service Training on Either the County or Local Level

- b. Manpower Shortages
- c. Borough-wide Emergency
- d. Other items mutually agreed upon between the Patrol Lieutenant and the Officer.

The minimum call out for any of the reasons listed in this Section shall be compensated with four (4) hours of "extra duty time".

Section 3.

Being that each platoon does not work the same number of hours as the other, the number of hours of each member of this Department may vary. The Patrol Division Commander will keep an individual record for each Officer who is required to work the 4 x 4 schedule, which will include how many hours he or she has for the year, and a record when and how many hours he or she works.

ARTICLE VII

VACATIONS

Effective January 1, 2012, vacation time for all officers, regardless of their regularly scheduled workday, shall be based on the following schedules set forth in Section 1 and Section 1(a) (4 x 4 Modification) below:

Section 1.

Officers shall be paid their normal salaries during vacation periods and shall be entitled to annual vacation days in accordance with the following schedule (based on an eleven (11) hour workday):

Seventeen (17) work days after the completion of four (4) consecutive years of service prior to July 1 of the applicable year.

Twenty-four (24) work days after the completion of nine (9) consecutive years of service prior to July 1 of the applicable year.

Thirty (30) work days after the completion of nineteen (19) consecutive years of service prior to July 1 of the applicable year.

Section 1(a) (4 x 4 Modification).

Officers shall be paid their normal salaries during vacation period and shall be entitled to annual vacation days in accordance with the following:

One hundred eighty-seven (187) hours after the completion of four (4) consecutive years of service prior to July 1 of the applicable year.

Two hundred sixty-four (264) hours after the completion of nine (9) consecutive years of service prior to July 1 of the applicable year.

Three Hundred Thirty (330) hours after the completion of nineteen (19) consecutive years of service prior to July 1 of the applicable year.

Section 2.

If an Officer does not take all or part of his vacation during one (1) calendar year, all or part of same, as the case may be, shall be accumulated into the next succeeding year and the Officer shall be entitled to same provided the taking of said accumulated time does not interfere with other vacation schedules of said succeeding year.

Section 3.

The vacation period of all Officers shall be from January 1 to December 31.

Section 4.

Vacation preference shall be determined on the basis of seniority.

Section 4(a) (4 x 4 Modification).

Vacation preference shall be determined by shift grouping on the basis of seniority within each grouping, subject to the group sergeant having first (1st) pick. In the event of termination of the 4 X 4 system, all vacation picks will be nullified and new picks for remaining vacation days will be made under the pre-existing system.

Section 5.

An Officer may, but does not need to, take up to ten (10) of the vacation days to which he or she is entitled, singly.

Section 5(a) (4 x 4 Modification).

An Officer may, but need not, utilize his or her vacation hours by taking up to eight (8) tours of duty to which the Officer is entitled singly. Vacation hours shall be taken in multiples of tours of duty; provided, however, any remaining odd number of vacation hours shall be taken as permitted by the Chief of Police or carried over to the next year. Any vacation days now or hereafter credited to an Officer shall be converted to hours. Each "day" shall be equivalent to eleven (11) hours.

Section 6.

(A) Effective January 1, 2009, the Collective Bargaining Agreement shall be modified to provide that vacation leave shall not accumulate from year-to-year except if an Employee is unable to use his annual vacation leave because of operational needs or emergency circumstances. In 2009 only, Employees shall be permitted to carry over the balance of any 2009 vacation leave credited, but not used, in 2009 to 2010. Such Employees must use the 2009 carryover vacation by December 31, 2010. Any 2010 vacation leave must also be used by December 31, 2010 unless the Employee is unable to use his 2010 vacation leave because of operational needs or emergency circumstances. If an employee requests, in writing, and is approved, in writing, vacation carryover must be used by March 31st of the succeeding year or it shall be forfeited.

(B) All Employees hired before January 1, 2009 shall be "redlined" as to the amount, days and monetary value of their vacation leave as of December 31, 2008. These Employees are effectively "grandfathered" at the exact dollar figure that they have on the books as of December 31, 2008.

(C) Arbitrator Robert M. Glasson shall retain jurisdiction to resolve any dispute as to the calculation of the monetary value of vacation leave for all Employees hired before January 1, 2009.

ARTICLE VIII

PAID HOLIDAYS

In lieu of receiving days off for holidays, each Officer shall receive payment therefore equivalent to a minimum of fourteen (14) days per year. For all Officers covered by this Agreement, all holiday compensation shall be paid in equal installments and folded into the regular paychecks. The Borough agrees to incorporate such compensation which has been regularly folded into ordinary pay.

A Captain of Police shall receive fourteen (14) paid holidays as time off each year as the holiday benefit.

4 x 4 Modification.

In lieu of receiving days off for holidays, each Officer shall receive payment therefore equivalent to a minimum of one hundred twelve (112) hours. For all Officers covered by this Agreement, all holiday compensation shall be paid in equal installments and folded into the regular paychecks. The Borough agrees to incorporate such compensation which has been regularly folded into ordinary pay.

ARTICLE IX

LEAVES OF ABSENCE

Section 1. Sick Leave.

Sick leave benefits to Officers shall be in accordance with Agreement between the Borough and the PBASO dated October 25, 1976, which said Agreement is incorporated into Ordinance No.

659, and is hereby annexed to this Agreement as an exhibit in the Appendix to remain in full force and effect except as modified in subsection "A" hereof.

Section 1(a) (4 x 4 Modification).

Sick leave benefits to Officers shall be in accordance with Agreement between the Borough and the PBASO dated October 25, 1976, which said Agreement is incorporated into Ordinance No. 659, and is hereby annexed to this Agreement as an Exhibit A in the Appendix to remain in full force and effect. Sick leave shall be calculated in hours. Each day of sick leave provided by Ordinance No. 659, now or hereafter credited to an Officer, shall equal eight (8) hours.

A. Whenever an Officer anticipates being absent from work as a result of sickness or disability for a period of five (5) or more days and desires to obtain blanket approval to leave his or her place of recuperation without notification to the Department, the following procedure shall be followed: The Officer, at his or her own cost and expense, shall submit a certification from his or her treating physician, stating the nature of his or her illness or disability and providing a prognosis as to the projected time of the Officer's return to duty. The Chief of Police, or his designee, shall either grant blanket approval for the period of time set forth in the physician's certification or, at the Borough's cost and expense, shall have the Officer examined by a physician of the Borough's choice. If the examination by the Borough's physician confirms the length of the disability, blanket approval shall be granted. The Borough may require the Officer, at the Borough's cost and expense, to submit to subsequent examinations during the period of illness or disability, as suggested by the Borough's physician, for the purpose of determining continuing inability to work. Nothing herein shall be construed to preclude further applications of blanket approval.

B. Disabled Officers, whether work-related or non-work related, shall be offered light duty if the Officer's doctor certifies that the Officer is physically capable of said assignment and provided that the Chief of Police retains the discretion to decide the availability of such light duty.

C. The following shall be the method for implementing the Seventeen Thousand Five Hundred (\$17,500.00) Dollar Cap on terminal sick leave payments upon retirement:

1. Effective January 1, 2008, a Seventeen Thousand Five Hundred (\$17,500.00) Dollar Cap shall be established for the payment of accumulated sick leave days upon retirement. The date for determining the dollar value of an Employee's accumulated sick leave (based on the current formula of fifty percent (50%) for the first ninety (90) days, and eighty three point three percent (83.3%) of the next ninety (90) days shall be December 31, 2007.

2. All current Employees that have no more than Seventeen Thousand Five Hundred Dollars (\$17,500.00) of accumulated sick leave days (based on the current formula of fifty percent (50%) for the first ninety (90) days, and eighty-three point three percent (83.3%) of the next ninety (90) days) on the books as of December 31, 2007 shall be capped at Seventeen Thousand Five Hundred Dollars (\$17,500.00).

3. All current Employees that have more than Seventeen Thousand Five Hundred Dollars (\$17,500.00) of accumulated sick leave days on the books (based on the current formula of fifty percent (50%) for the first ninety (90) days, and eighty-three point three percent (83.3%) of the next ninety (90) days), as of December 31, 2007, shall be "grandfathered" at the exact dollar figure that they have on the books on December 31, 2007.

4. All Employees hired on or after January 1, 2008 shall have a Seventeen Thousand Five Hundred Dollar (\$17,500.00) cap on the payment of accumulated sick leave days

upon retirement based on the current formula of fifty percent (50%) for the first ninety (90) days, and eighty-three point three percent (83.3%) of the next ninety (90) days.

5. Arbitrator Robert M. Glasson shall retain jurisdiction to resolve any disputes regarding the dollar value of accrued sick leave benefits as of December 31, 2007.

Section 2. Personal Leave.

An Officer shall receive one (1) day of personal leave in the event he or she did not utilize any sick leave time in the preceding calendar year. The personal day must be utilized in the year in which credit is received.

Section 2(a). Personal Leave (4 x 4 Modification).

An Officer shall receive one (1) tour of duty as personal leave in the event he or she did not utilize any sick leave time in the preceding calendar year. The personal leave must be utilized in the year in which credit is received.

Section 3. Special Leave.

An Officer may, with the approval of the Chief of Police, be granted special leave with pay for any days on which he or she is able to secure another officer to work in his or her place.

Section 4. Funeral Leave.

An officer shall receive three (3) days leave in the event of a death within the immediate family, which shall be construed to include father, mother, father-in-law, mother-in-law, grandfather, grandmother, sister, brother, sister-in-law, brother-in-law, spouse and child. An additional day may be granted upon a reasonable request therefore and at the discretion of the Chief of Police.

Section 4(a). Funeral Leave (4 x 4 Modification).

An Officer shall receive leave for three (3) tours of duty in the event of a death within the immediate family, which shall be construed to include father, mother, father-in-law, mother-in-law,

grandfather, grandmother, sister, brother, sister-in-law, brother-in-law, spouse and child. An additional tour of duty may be granted upon a reasonable request therefore and at the discretion of the Chief of Police.

ARTICLE X

SALARY

Section 1. Base Salary

For the purpose of calculation of Base Salary for Lieutenant the Top Step Patrolman's base wage salary was used as a guide. Base salary for Lieutenants is calculated at one hundred thirty percent (130%) of the Top Step Patrolman (Class A) pay rate. The Lieutenant's pay rate during the term of this Agreement shall be as follows:

LIEUTENANT:

Effective <u>01/01/16</u>	Effective <u>01/01/17</u>	Effective <u>01/01/18</u>	Effective <u>01/01/19</u>
\$135,585.79	\$139,653.37	\$142,446.43	\$145,295.36

Anything to the contrary contained herein notwithstanding, Lieutenants with less than one (1) year in grade shall have an annual base salary 2.8% less than that shown above. A Lieutenant shall receive full pay as of the anniversary date of his or her having attained grade.

The base annual salaries for Sergeants are calculated at one hundred fifteen percent (115%) of the Top Step base pay rate (Class A) for patrolmen as provided in the patrolmen's contract. The Sergeant's pay rate during the term of this agreement shall be as follows:

SERGEANT:

Effective <u>01/01/16</u>	Effective <u>01/01/17</u>	Effective <u>01/01/18</u>	Effective <u>01/01/19</u>
\$119,940.57	\$123,538.79	\$126,009.57	\$128,529.75

Anything to the contrary contained herein notwithstanding, Sergeants with less than one (1) year in grade shall have an annual base salary 3.9% less than that shown above. A Sergeant shall receive full pay as of the anniversary date of his or her having attained grade.

The Captain salary shall be calculated at one hundred five percent (105%) of the "total salary" of the highest paid Lieutenant. "Total Salary" shall mean all compensation received in the calendar year excluding overtime, college pay, clothing and un-reimbursed expenses. Currently "total salary" would reflect the Lieutenant's base pay, longevity, holiday, stipend and Detective differential. If any Lieutenant should receive any form of additional compensation in a future contract, the Captain's rate would also increase, thus maintaining the five percent (5%) pay differential. The Captain's position would receive uniform and un-reimbursed expenses as per the PBASO contract. Captains with less than one (1) year in grade shall receive two percent (2%) above the "total salary" of the highest paid Lieutenant and shall receive full pay as of the anniversary date of his or her having attained grade. The Captain's pay rate shall be as follows:

CAPTAIN:

<u>Effective</u> <u>01/01/16</u>	<u>Effective</u> <u>01/01/17</u>	<u>Effective</u> <u>01/01/18</u>	<u>Effective</u> <u>01/01/19</u>
\$164,036.68	\$168,957.78	\$172,336.93	\$175,783.67

Section 2. Longevity Payments.

In addition to the salary provisions hereinabove set forth, the Borough shall pay longevity pay to each officer in accordance with the following schedule:

- A. Two percent (2%) of base salary for five (5) or more years' service in the employ of the Borough.
- B. Four percent (4%) of base salary for ten (10) or more years' service in the employ of the Borough.

- C. Six percent (6%) of base salary for fifteen (15) or more years' service in the employ of the Borough.

All longevity compensation shall be folded in and paid along with regular compensation in the regular payroll procedure.

Employees hired after July 1, 1994 shall not receive longevity payments at the five (5) or ten (10) year plateaus as is provided in this Section above. Said new Employees shall receive their initial entitlement to longevity at the six percent (6%) plateau, which is fifteen (15) years of service or more.

Section 3.

Police Differential. The Borough will provide each Employee covered by this Agreement with the annual sum of Three Hundred Seventy-Five Dollars (\$375.00) as a Police differential to be paid along with regular payroll in equal installments and used for all calculation purposes.

Effective January 1, 2009, this amount shall become part of the base salary for bargaining unit members and shall cease to exist separately.

Section 4.

Non 4 x 4 Stipend.

A One Thousand Dollar (\$1,000.00) per year stipend will be paid only to those members permanently assigned to work a shift other than the 4 x 4 schedule. No other Employees are eligible. The One Thousand Dollar (\$1,000.00) stipend is not added to the Employee's base salary nor included in other benefit calculations.

The stipend is only payable during the period the Employee is permanently assigned to the non 4 x 4 work schedule and shall be prorated and limited to the actual time the Employee works the non 4 x 4 work schedule. The stipend shall be paid in a lump sum amount on the second pay period in November of each year.

Section 5.

Effective January 1, 2001, all persons serving in the Detective Bureau shall be paid a Detective Differential. The Detective Differential shall be three percent (3%) of said Employee's base pay.

ARTICLE XI

OVERTIME PAYMENTS

Section 1.

"Overtime" shall be deemed to be any time worked in excess of eight (8) hours in one (1) calendar day or forty (40) hours in one (1) calendar week; provided, however, working in excess of such hours shall not be considered overtime if it is occasioned by regular shift change. Adjustments shall not be made in an Officer's scheduled tour of duty for the purpose of avoiding payment of overtime.

Section 1(a) (4 x 4 Modification).

"Overtime" shall be deemed to be any time worked in excess of eleven (11) hours in any twenty-four (24) hour period or forty-four (44) hours in one (1) 4 x 4 block; provided, however, the additional regularly scheduled hours provided for in Article VI shall not be deemed to be overtime. Adjustments shall not be made in an Officer's scheduled tours of duty for the purpose of avoiding payments of overtime. No Officers shall be entitled to receive any overtime or other credits, or additional compensation, for extra hours worked caused by the implementation or termination of the 4 x 4 system.

Section 2.

Any compensatory time off accumulated by reason of overtime pursuant to Section 2 and not taken prior to January 1 of any year, shall be accumulated into the following year and the Officer

involved shall have the option to receive direct payment at the end of the year for any and all compensatory time, accumulated during that year, at the Officer's prevailing rate of pay. All provisions include personnel assigned to the Criminal Investigations Division.

Section 3.

The Chief of Police shall make written designation in advance on a quarter-annual basis of the minimum complement for each shift. Except in the case of emergency, each shift will be manned at least to the minimum implement. Compensatory time off will not be allowed when the granting of same would result in fewer Police Officers remaining on duty on the shift than shall be designated by the Chief of Police as the minimum complement for the particular shift.

Section 4.

Net overtime payments shall be made no longer than thirty (30) days from application for same. Further, this period could be reduced at the discretion of the Business Administrator or his designee.

Section 5.

The Borough agrees to grant a minimum of two (2) hours' work compensation therefor at a rate otherwise provided herein whenever an Officer is called in to work at a time not consecutive to a tour of duty actually worked by him or her.

Section 6.

Except as provided in Section 2 of this Article, overtime shall be compensated by the granting of compensatory time off by mutual agreement between the Chief and the individual Officer involved. In cases where the granting of compensatory time off is impossible, overtime worked shall be compensated by monetary payment. Such payment shall be calculated on a straight-time hourly basis.

Section 7.

Anything to the contrary contained herein notwithstanding, any Officer attending a Somerset County Pistol League shooting match on behalf of the North Plainfield Police Department shall be credited with two-thirds (2/3) of an hour overtime worked regardless of the actual time spent at such shooting match. The overtime credit herein provided shall be in lieu of any other compensation for attendance at any shooting match.

Section 8.

Compensation for overtime worked pursuant to Section 2 shall be subject to same being permitted by applicable Federal and/or State law.

ARTICLE XII

ON-CALL CREDITS

Section 1.

Officers placed "on-call", i.e., required during off duty hours to be available upon call to report for duty at an unscheduled time, shall receive two (2) hours compensatory time off for every four (4) hours on call; provided, however, in lieu of compensatory time off for on-call time as hereinabove provided, Officers assigned to the Criminal Investigation Division ("CID") shall receive eighteen (18) hours compensatory time off each month. Such compensatory time off shall be taken monthly at times mutually agreeable to the Officer's superior and the Officer, but no more than four (4) of such hours shall be taken from any single tour of duty.

Section 2.

Anything to the contrary contained herein notwithstanding, an Officer assigned to the Criminal Investigation Division shall receive one (1) hour compensatory time off for every four (4)

hours on-call whenever he or she is not given forty-eight (48) hours advance notice of being placed on-call. All said hours accumulated may be carried over to the following year.

Section 3.

In the event an Officer in the Criminal Investigation Division is placed on the rotation of on-call Detective, he or she shall receive three (3) hours of compensatory time off for each calendar day on-call. All said hours accumulated may be carried over to the following year.

ARTICLE XIII

VESTING OF BENEFITS

Any benefits earned by an Officer, pursuant to Article XI, shall be deemed to vest immediately. In the event such benefit is not taken by an Officer during his or her employment as a Police Officer with the Borough, same shall be due to him upon his or her termination of such employment, at the rate of pay he or she was receiving on the date of termination.

ARTICLE XIV

GRIEVANCE PROCEDURE

Definition.

A Grievance is a claim or complaint by an Officer, group of Officers, or the PBASO on behalf of a member, group of members, or the PBASO itself, based upon an event which affects a condition of employment and/or the alleged violation, misinterpretation, or misapplication of any provision of this Agreement.

This grievance procedure shall cover minor discipline. Minor discipline shall be defined as those circumstances where the penalty is five (5) days of suspension, or equivalent fine, or any lesser penalty. (This addition to the grievance procedure shall be effective July 1, 2001.)

Step 1.

All grievances shall be submitted, in writing, to the Chief of Police within ten (10) calendar days following the PBASO meeting immediately succeeding the date of the occurrence of the matter aggrieved; provided, however, that should said PBASO meeting be held within ten (10) calendar days of the date of the occurrence of the matter aggrieved, the submission shall be made within ten (10) calendar days of the next following PBASO meeting; provided, further, however, that in no event shall a grievance be submitted more than thirty (30) calendar days following the date of the occurrence of the matter aggrieved. The Chief of Police shall decide the grievance in writing within ten (10) calendar days of the submission of the grievance to him and shall, within such ten (10) calendar day period, deliver a copy of his decision to the PBASO Grievance Committee. A written appeal may be taken from the decision of the Chief of Police within ten (10) calendar days of said decision or the date upon which said decision should have been rendered, whichever is earlier.

Step 2.

The Business Administrator shall decide the grievance, in writing, within ten (10) calendar days of the submission of the appeal to him, and shall, within such ten (10) calendar day period, deliver a copy of his decision to the PBASO Grievance Committee. The Council will be bound by the Administrator's decision, but the PBASO may make a written appeal from the Administrator's decision. In the event a timely decision is not rendered by the Administrator, or the PBASO is dissatisfied with a decision timely rendered, the grievance may, at the exclusive option of the PBASO, be submitted to binding arbitration under the auspices of the Public Employment Relations Commission (PERC).

Step 3.

An election by the PBASO to submit the grievance to binding arbitration shall be exercised by written notification by the PBASO to the Business Administrator within ten (10) calendar days of the date upon which the decision should have been rendered or ten (10) calendar days of the decision, as the case may be, and by filing for arbitration with PERC within twenty (20) calendar days thereafter, and in no other manner. Arbitration costs shall be shared equally by the Borough and the PBASO.

ARTICLE XV

CLOTHING ALLOWANCE

Section 1.

Each Employee covered by this Agreement shall receive an annual Clothing Allowance in the amount of Eight Hundred Twenty-Five Dollars (\$825.00), effective January 1, 2008. The clothing allowance will be paid to each Officer in two (2) separate checks, one-half (½) on the second (2nd) pay date in January and one-half (½) on the second (2nd) pay date in July.

Section 2.

If clothing or eyeglasses are damaged in the line of duty, normal wear and tear excepted, an additional allowance for same will be granted by the Chief of Police upon presentation to him of proof of such damage in the line of duty.

Section 3.

The following items shall also be supplied but remain the property of the Borough:

One (1) Hand Gun; One (1) Gun Belt; One (1) Holster; One (1) Asp and Holder; One (1) OC Dispenser and Holder; Four (4) Belt Keepers; One (1) Pants Belt; One (1) Mag Pouch; and, One (1) Pair of Handcuffs and Case.

None of the items listed in Section 3 above need be new, provided they are in good condition.

ARTICLE XVI

COLLEGE CREDIT PROGRAM

Section 1.

Each Officer shall be allowed, subject to the approval of the Chief of Police, which approval shall not be unreasonably withheld provided sufficient manpower is available on the affected shift, to take not more than six (6) normal working hours per week for attendance at police science and related courses at a New Jersey accredited college, or with the approval of the Chief of Police for attendance at other courses, without said time being charged against compensatory time.

Section 2.

Officers enrolled in law enforcement or required, related courses at a duly accredited New Jersey college shall, upon successful completion of said courses, be reimbursed fifty percent (50%) of actual out of pocket expenses incurred for tuition and laboratory fees for not more than six (6) credit hours.

Section 3.

An Officer shall be paid, as additional compensation, Five Dollars (\$5.00) for each qualified college credit completed by him prior to September of a given year. Such payments shall be made on the second (2nd) pay date in November of such year. A college credit shall be considered qualified if:

- (a) it is received from an accredited New Jersey College and is for a law enforcement or public safety course; or,
- (b) it is for a course required by an accredited New Jersey College in order to obtain a degree in law enforcement or public safety and the Officer is working towards attaining such degree; or,

- (c) the credit would fulfill the requirements of (a) or (b) above, except that it is not from an accredited New Jersey College, provided an accredited New Jersey College would recognize the credit as if received from an accredited New Jersey College, or, if a degree has been obtained from a non-New Jersey College, same would be recognized and given full credit by an accredited New Jersey College were same to be utilized as the basis for enrollment for an advanced degree; and,
- (d) a certified copy of the transcript is filed by the Officer with the Chief of Police prior to September 1 of a given year.

ARTICLE XVII

RETENTION OF BENEFITS

All rights and privileges heretofore granted to the members of the PBASO, as a matter of practice, are hereby preserved unto them.

ARTICLE XVIII

DEATH BENEFIT

Section 1.

To the extent permitted by law, the Borough will pay a sum equivalent to one (1) year's salary to a widow, or next of kin if there be no widow, of any Officer killed as the result of injuries sustained in the line of duty. Such payment shall be in addition to any other benefits payable. The Borough shall not be obligated to make payment as hereinabove provided if death results from suicide or injuries which were intentionally self-inflicted. "Next of kin" shall be determined in accordance with laws of intestate succession.

Section 2.

In the event payment pursuant to this Article must be made on a “pension” or time basis in order to comply with applicable law, the sum total of the Borough’s payments shall not exceed one (1) year’s salary.

ARTICLE XIX

INSURANCE PLANS

Section 1.

The Borough shall provide for hospital and medical insurance (including Major Medical and Rider “J”) for all Employees covered by this Agreement and their dependents at no cost to the Officers, at the level of coverage provided through the State of New Jersey.

Section 2.

The Borough will provide a group dental insurance plan to cover members of the bargaining group and their dependents at no cost to the Officers.

Employees covered by this Agreement shall be permitted to opt out of the Borough provided dental plan in return for a payment equal to twenty-five percent (25%) of the premium saved by the Borough. This is a purely voluntary option. Said Employees shall also be given the option each year to opt back into the Borough’s dental plan during the open enrollment period, except under exigent circumstances when there is a loss of coverage.

Employees covered by this Agreement shall be permitted to opt-out (or opt down) of the Borough provided hospital and medical insurance in return for payment equal to thirty-three percent (33%) of the premium saved by the Borough. This is a voluntary option. Said Employees shall also be given the option each year to opt back into the Borough’s hospital and medical insurance plan,

during the open enrollment period, except under exigent circumstances when there is a loss of coverage.

Section 3.

The Borough will apprise the members of the bargaining unit as to all insurance coverages currently in effect. Further, all members will be advised of any new policies purchased by the Borough, within ten (10) days of purchase, which affect them. No insurance coverage obtained will be changed without prior negotiations with the PBASO.

Section 4.

A. The parties agree that all of the provisions of P.L. 2011, c. 78 shall apply as mandated by law.

B. Effective January 1, 2009, the Borough shall implement a non-contributory IRS 125 Plan to permit pretax health care contributions.

C. The bi-weekly contributions shall not be applicable to Employees who "Opt Out" of the Borough's health insurance programs.

D. The Borough agrees not to increase the percentage (%) contribution currently being paid by bargaining unit members for healthcare premiums pursuant to law for the duration of this Agreement, except: (a) if, during the term of this Agreement, the State increases the percentage (%) contributions; or, (b) the bargaining unit member's compensation increases thereby moving them into a new compensation bracket(s) which increases their percentage (%) contribution.

ARTICLE XX

REPRESENTATION FEE FOR NON-PBSO MEMBERS

Section 1.

If an Officer does not become a member of the PBASO during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said Officer will be required to pay a representation fee to the PBASO for that membership year. This fee shall be the maximum allowed by law.

Section 2.

Prior to March 1 of each year, the PBASO will submit to the Borough a list of those Officers who have neither become members of the PBASO for the then current membership year nor paid directly to the PBASO the full amount of the representation fee for that membership year. The Borough will deduct from the salaries of such Officers, in accordance with Section 3 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the PBASO.

Section 3.

The Borough will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each Officer on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first (1st) paycheck paid:

- (a) Ten (10) days after receipt of the aforesaid list by the Borough; or,
- (b) Thirty (30) days after the Officer begins his employment in a bargaining unit position.

Section 4.

If an Officer who is required to pay a representation fee terminates his or her employment with the Borough before the PBASO has received the full amount of the representation fee to which

it is entitled under this Article, the Borough will deduct the unpaid portion of the fee from the last paycheck to said Officer during the membership year in question.

Section 5.

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the PBASO will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the PBASO.

Section 6.

The PBASO will notify the Borough in writing of any changes in the list provided for in Section 2 above and/or the amount of the representation fee and such changes will be reflected in any deductions made more than ten (10) days after the Borough receives said notice.

Section 7.

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Borough will submit to the PBASO a list of all Officers who began their employment, in a bargaining unit position, during the preceding thirty (30) day period. The list will include names, job titles, and date of employment for all such Officers.

Section 8.

The PBASO shall indemnify, defend and save the Borough from any action, legal or otherwise, brought against the Borough regarding any issues related to this Article and its intentions.

ARTICLE XXI

MILEAGE ALLOWANCE

The Borough shall compensate Officers at the rate of Thirty Cents (\$0.30) per mile if a municipal car is no available and a personal car must be used.

Captains shall be provided with an Employer vehicle for all Police related activities including, but not limited to, commuting to and from home and whenever the Captain is on call.

ARTICLE XXII

LEGAL DEFENSE

Section 1.

The Borough will provide defense for bargaining unit members in actions or legal proceedings arising out of or incidental to the performance of duties pursuant to N.J.S.A. 40A:14-155 as follows:

Whenever a member or Officer of a Municipal Police Department or force is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the governing body of the municipality shall provide said member or Officer with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the Officer, he shall be reimbursed for the expense of his defense.

Section 2.

The affected Officer(s) shall select his/her own counsel to assume sole control of his/her defense and the Borough agrees to assume the full cost of the Officer's legal fees so long as it qualifies under N.J.S.A. 40A:14-155, at the "Prevailing Rate." "Prevailing Rate" shall be defined as the hourly rate charged by the Borough attorney to the Borough. However, should an insurance carrier enter a defense on behalf of the affected Officer and furnish counsel as part of that defense, the Borough's obligation under this provision shall be deemed to have been satisfied, and, under such circumstances, the affected Officer shall have no right to select his own counsel at the Borough's expense.

ARTICLE XXIII

EMPLOYEES RIGHTS AND PRIVILEGES

Section 1.

No Officer shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any occupational advantage, or given an adverse evaluation of his services without just cause. Any such action asserted by the Borough, or any official, agent, representative or body thereof, shall be subject to the grievance procedure herein set forth; except that the procedure for suspension, removal from office, fine, or reduction in rank shall not be subject to the grievance procedure but to the procedures set forth in N.J.S.A. 40A:14-147, et seq. Should, however, there be no statutory right of appeal to a court in any such proceeding, then the grievance procedure shall apply.

Section 2.

When an Officer is called to an "investigatory meeting" from which he or she can reasonably expect to receive discipline, the officer has a right to have Union representation present if the officer so desires. In addition, the Officer has a right to be notified in advance of the subject matter of an investigatory interview and be afforded the opportunity to confer with a Union representative before the interview.

ARTICLE XXIV

IMPROVEMENT OF DEPARTMENT

The parties recognize the improvement of the North Plainfield Police Department as a joint undertaking. To achieve that purpose they agree to cooperate in the implementation of recommendations made in the February 1972 Survey conducted by the International Association of Chiefs of Police. To the extent that any such recommendations which are implemented by the

Borough shall conflict with the terms of this Agreement, said terms of this Agreement shall be deemed null and void. Provided, however, nothing contained herein shall be construed to nullify or void any provisions of this Agreement, fixing and determining salaries, longevity pay, holidays, pension contributions, vacations or clothing allowances, without the further mutual consent of the parties. In the event the Borough wishes to implement a recommendation of the International Association of Chiefs of Police in one (1) or more of the above specified categories during the terms of this Agreement, the PBASO agrees to enter into negotiations with the Borough on such categories.

ARTICLE XXV

OFF DUTY PERFORMANCE OF POLICE FUNCTIONS

The Borough recognizes that an Officer may, when not on an assigned tour of duty, be required to perform a police function pursuant to Rules and Regulations and/or General or Special Orders. Whenever any such police function is performed pursuant to and within the scope of said Rules and Regulations and/or General or Special Orders, the Borough acknowledges that the Officer is considered to be performing a police duty to the same extent as if the Officer were on an assigned tour of duty.

ARTICLE XXVI

WORK INCURRED INJURY

Section 1.

A "work related injury" for the purpose of this Agreement is a personal injury caused by accident arising out of and in the course of an Employee's employment with the Borough. A decision by the Division of Workmen's Compensation or Court of competent jurisdiction on appeal that an injury is or is not compensable under the Workmen's Compensation Act shall be conclusively binding on the Borough and the Employee that the injury is or is not work related. A decision by the

Division of Workmen's Compensation or court of competent jurisdiction on appeal as to the duration of temporary disability shall be conclusively binding on the Borough and the Employee as to the duration of disability.

Section 2.

An Employee sustaining a work related injury disabling him to a degree that makes it impossible for him or her to perform the duties of his or her position, shall, during the period of such disability and as such period is limited by statute, be entitled to leave with full pay without such leave being charged against accumulated or anticipated sick leave; provided, however, that in the event such period of disability exceeds the waiting period for temporary workmen's compensation disability benefits, the Employee, as a condition of receiving such benefits from the Borough shall make and prosecute appropriate application for (in the event not voluntarily paid) temporary workmen's compensation disability benefits and shall turn the proceeds of all such benefits over to the Borough. In the event the Employee shall have received benefits from the Borough under this paragraph in excess of the period of time ultimately determined by the Division of Workmen's Compensation or a court of competent jurisdiction on appeal as the duration of temporary disability, the Employee shall reimburse the Borough in the full amount of any excess payments.

Section 3.

In the event there shall be a disagreement between the Employee and the Borough over the duration of temporary disability caused by work related injury where such disability shall be for a period less than the Workmen's Compensation Act waiting period for temporary disability benefits such disagreement shall be resolved through the grievance procedure in effect for the Employee's Department.

Section 4.

The above language incorporates by reference Municipal Ordinance No. 659, attached to this Agreement as an Exhibit in the Appendix.

ARTICLE XXVII

DEPARTMENTAL INVESTIGATIONS

In an effort to insure that Departmental Investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the PBASO shall be at a reasonable hour, preferably when the member of the PBASO is on duty, unless the exigencies of the investigation dictate otherwise.
2. The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at the Prosecutor's Office or the location where the incident allegedly occurred.
3. The member of the PBASO shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the PBASO is being interrogated as a witness only, he should be so informed at the initial contact.
4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.
5. The member of the PBASO shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the PBASO, if he so requests, to consult with counsel and/or his PBASO representative before being questioned concerning a violation of the rules and regulations during the interrogation of a member of the PBASO, which shall not delay the interrogation beyond one (1) hour for consultation with his PBA representative.

7. In cases other than departmental investigations, if a member is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his right pursuant to the current decisions of the United States Supreme Court.
8. Nothing herein shall be construed to deprive the Employer's Office or its Officers of the ability to conduct the routine and daily operations of the Department.
9. No Employee covered by this Agreement shall be subjected to any urinalysis or blood screening unless one (1) of the two (2) circumstances exist: (1) Where the Employer has probable cause to suspect that there is a job-related individualized impact with respect to the specific Employee being tested; or, (2) Where the urinalysis or blood testing is done as part of a *bona fide* annual physical examination which is done for the entire Employer's Office.
10. Under no circumstance shall the Employer offer or direct the taking of a polygraph or voice print examination by this Agreement.
11. Under no circumstance shall an Employee be subject to any charge whatsoever after forty-five (45) days. The forty-five (45) day period shall be calculated consistent with N.J.S.A. 40A:14-147.
12. Employees shall not be suspended or suffer any loss in benefits until after the Employee has had a Departmental hearing and has been found guilty, except in cases of severe nature where the suspension of the Employee is required for the safety and welfare of the public or the Employer's Office. If the suspension is immediate, then a Departmental hearing shall take place as soon as possible.

ARTICLE XXVIII

PERSONNEL RECORDS

A personal history file shall be established and maintained for each Officer covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police and may be used for evaluation purposes by the Chief of Police, Mayor and/or Governing Body.

Upon advance notice and at reasonable times, any member of the Union may at any time review his or her personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

Whenever a written complaint concerning an Officer or his or her actions is to be placed in the Officer's file, a copy shall be made available to him or her and he or she shall be given the opportunity to rebut it if he or she so desires, and he or she shall be permitted to place said rebuttal in his file. When the Officer is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Officer shall be furnished with all details of the complaint, including the identity of the complainant.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any files shall be removed therefrom. Removal of any material from a personnel file by any member of the Union shall subject that member to appropriate disciplinary action.

Each Officer shall be supplied with a written certification from the Borough, during the month of November of each year, which shall state the number of accumulated vacation days, holidays taken, sick days, personal days and any other time which is available to the Officer.

ARTICLE XXIX

CEREMONIAL ACTIVITIES

In the event a Police Officer in another Department in the State of New Jersey is killed in the line of duty, the Borough will permit at least one (1) uniformed Police Officer of the Borough to participate in funeral services for the said deceased Officer. Subject to the availability of same, the Borough will permit a Borough police vehicle to be utilized by the members in the funeral service.

Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Chief of Police.

ARTICLE XXIX

DURATION OF AGREEMENT

This Agreement shall have a term from January 1, 2016 through December 31, 2019. If the parties have not executed a successor Agreement by December 31, 2019, then this Agreement shall continue in full force and effect until a successor Agreement is executed.

Negotiations for a successor Agreement shall be in accordance with the rules of the Public Employment Relations Commission.

NORTH PLAINFIELD PBASO LOCAL NO. 85

By: Edward C. Gempola

By: _____

BOROUGH OF NORTH PLAINFIELD

By: Michael H. [Signature]

ATTEST:

Edward J. [Signature]

Dated: 12 September