



# CITY OF PLAINFIELD

HR & Benefits Administration  
515 Watchung Avenue  
Plainfield NJ, 07060



ADRIAN O. MAPP  
MAYOR

ABBY LEVENSON  
BUSINESS ADMINISTRATOR &  
PERSONNEL DIRECTOR

**To:** Abby Levenson, Business Administrator & Personnel Director

**From:** Abby Levenson, Business Administrator & Personnel Director

**Date:** September 4, 2024

**Subject:** **Resolution Authorizing the Execution of Successor Agreements with the Policemen’s Benevolent Association Local 19 (Superior Officers)**

### RECOMMENDATION

Adopt the attached Resolution authorizing the execution of successor agreements with the Policemen’s Benevolent Association (PBA-SO) Local 19 (Superior Officers) for the period of January 1, 2022 through December 31, 2027.

### BACKGROUND

The collective bargaining agreement with the Policemen’s Benevolent Association (PBA-SO) Local 19 (Superior Officers) expired on December 31, 2021. The City commenced negotiations and subsequently reached settlements with the above referenced unions which included cost of living adjustments detailed in the following table:

| Period                              | Negotiated COLA |
|-------------------------------------|-----------------|
| January 1, 2022 - December 31, 2022 | 4.0%            |
| January 1, 2023 - December 31, 2023 | 3.5%            |
| January 1, 2024 - December 31, 2024 | 2.5%            |
| January 1, 2025 - December 31, 2025 | 1.5%            |
| January 1, 2026 - December 31, 2026 | 3.5%            |
| January 1, 2027 - December 31, 2027 | 3.0%            |

### FISCAL IMPACT

Below is a table reflecting the estimated costs associated with above noted cost of living adjustments for calendar year 2022-2027:

| Year | Estimated Fiscal Impact |
|------|-------------------------|
| 2022 | \$ 331,196.93           |
| 2023 | \$ 375,470.09           |
| 2024 | \$ 157,775.53           |
| 2025 | \$ 97,656.51            |
| 2026 | \$ 211,324.02           |
| 2027 | \$ 207,280.05           |

Attachments:

Plainfield-SOA MOA 2022-2025 9.4.24 (PDF)

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# CITY OF PLAINFIELD

R 366-24

## RESOLUTION AUTHORIZING THE EXECUTION OF SUCCESSOR AGREEMENTS WITH THE POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 19 (SUPERIOR OFFICERS)

WHEREAS, the collective bargaining agreement with the Policemen's Benevolent Association Local 19 (Superior Officers) expired on December 31, 2021; and

WHEREAS, in accordance with N.J.A.C. 19:12-2.1(a), the City of Plainfield commenced negotiations for a successor agreement and subsequently reached settlement with the following collective bargaining units:

1. Policemen's Benevolent Association Local 19 (Superior Officer)

**THEREFORE BE IT RESOLVED**, by the City Council of the City of Plainfield, as follows:

1. The Mayor and City Clerk are authorized and directed to execute successor agreement with the following collective bargaining unit:
  - a. Policemen's Benevolent Association Local 19 (Superior Officer)
2. A copy of this Resolution and the executed agreement shall be filed in the Office of the City Clerk.

ADOPTED BY THE MUNICIPAL COUNCIL

September 9, 2024



Abubakar Jalloh, R.M.C.  
Municipal Clerk

### CLERK'S CERTIFICATION

I, Abubakar Jalloh, City Clerk of the City of Plainfield do hereby certify that the foregoing is a true copy of a resolution duly adopted by the Plainfield City Council.

Abubakar Jalloh, R.M.C.  
Municipal Clerk

| ✓ Vote Record - Resolution R 366-24         |                    |          |                                     |                          |                          |                          |
|---|--------------------|----------|-------------------------------------|--------------------------|--------------------------|--------------------------|
|   |                    |          | Yes/Aye                             | No/Nay                   | Abstain                  | Absent                   |
| <input checked="" type="checkbox"/> Adopted | Richard Wyatt      | Secunder | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Adopted as Amended | Charles McRae      | Mover    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Defeated           | Steve Hockaday     | Voter    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Tabled             | Terri Briggs Jones | Voter    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Withdrawn          | Robert Graham      | Voter    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Consensus          | Julienne Cherry    | Voter    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|   | Darcella Sessomes  | Voter    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

## MEMORANDUM OF AGREEMENT

Agreement made this 17 day of September 2024, by and between the City of Plainfield (herein the "City") and Local 19 Policeman's Benevolent Association (Superior Officers) (herein the "PBA").

**WHEREAS**, the City and PBA are parties to a collective negotiations agreement ("CNA") covering the period January 1, 2018 through December 31, 2021; and

**WHEREAS**, the City and PBA have been engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor CNA; and

**WHEREAS**, the City and PBA have reached agreement on new terms and conditions subject to ratification by the membership of the PBA and approval by the Municipal Council for the City; and

**WHEREAS**, the negotiating committees for the City and PBA unanimously agree to recommend this agreement for ratification and approval;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and undertakings herein set forth the parties agree as follows:

1. Except as herein modified, the terms and conditions set forth in the 2018-2021 CNA between the City and PBA shall remain in full force and effect.
2. Change dates throughout the Agreement to coincide with the new term and general cleanup of language.
3. Counsel for the parties shall review the draft successor agreement and have the authority to correct non-substantive errors such as typos and eliminate roman numerals.
4. Article IV, Superior Officers' Rights

4-2 Delete and replace with:

The City agrees to deduct, in accordance with the U.S. Supreme Court's June 27, 2018 decision in Janus v. AFSCME, Council 31 and the New Jersey Workplace Democracy Enhancement Act, as they relate to Agency Shop provisions, from the pay of each employee covered by this Agreement who voluntarily furnishes a written authorization. The voluntary representation fee deduction shall commence with the 1<sup>st</sup> pay after the City receives the voluntary authorization and notice from the PBA. After deduction, representation fees shall be transmitted to the PBA in the same manner, and at the same time as the PBA dues.

The voluntary authorization for the representation fee deduction shall remain in full force and effect during the full term of an employee's employment, unless properly withdrawn. To withdraw the voluntary representation fee deduction authorization an employee must submit a written request to the responsible payroll clerk for the City within ten (10) days following each anniversary date of his/her employment. Once the City's payroll clerk receives the request, it will notify the PBA within five (5) business days. The properly filed withdrawal will become effective on the 30<sup>th</sup> day after the employee's anniversary date of employment.

3. Article V, SOA Rights and Privileges

5-4 Include State Delegate meetings.

4. Article VI, City Rights and Privileges

6-1 Add Employer-Employee Relations Act

5. Article VIII, Non-Police Duties

Off-Duty Jobs Rates

Raise Rate 1 from \$35.00 to \$40.00 per hour.

Raise Rate 2 from \$55.00 to \$65.00 per hour.

Raise Rate 3 from \$75.00 to \$90.00 per hour.

Include an Emergency Road Job Rate in Rate 3 for jobs offered with less than 1 hours' notice: \$110.00 per hour

6. Article IX – Salaries

9-1 Annual increases as follows:

2022: 4%

2023: 3.5%

2024: 2.5%

2025: 1.5%  
2026: 3.5%  
2027: 3.0%

9-3 Investigative Unit Stipend to \$1,200 per year effective 1/1/25

7. Article X – Sick Leave and other Leaves of Absence

10-3 Terminal Leave: As per NJSA 40A:9-10.2 and NJSA 11A:6-19.2 Employees hired after May 21, 2010, will not be entitled to take any terminal leave prior to retirement and any payout for accumulated sick leave at retirement will be limited to the amount set forth in the employee's respective union contract. In addition, employees hired after May 21, 2010 will only be eligible for payment for accumulated sick leave upon retirement and not upon resignation or termination.

10-4 Other Leaves of Absence: Add the following at the end of the paragraph: "If any other unit negotiates for more bereavement leave days for immediate family members, the parties agree to re-open the contract and negotiate over this item only."

8. Article XI – Insurance Protection

11-7 Modify language as follows: The City agrees to provide health insurance coverage for an employee, spouse and eligible dependents for employees who retire either on a PFRS service or disability retirement at the City's sole cost. Employees hired after May 10, 2010 shall be required to contribute 1.5% of their pension amount towards their health insurance premiums in retirement. Employees hired after January 1, 2026 shall be required to contribute Chapter 78 rates in retirement.

11-10 Modify as follows: Medicare shall become primary as soon as a retired employee becomes eligible for this benefit. The City agrees to reimburse eligible retirees, their spouse/civil union or domestic partner for the premium cost for Medicare part B, only.

9. Article XII, Vacations, Personal Days and Holidays

12-3(a) Add the value of one holiday (Juneteenth)

10. Article XIII, Longevity

13-3 Delete paragraphs b and c.

11. Article XIV – Miscellaneous

14-1 Delete word "subsisting"

14-8 Delete last paragraph referencing 1997.

14.13 Delete

14.14 Add paragraph: All currently active Officers who worked in person during the Covid crisis between March 15, 2020 – June 30, 2020 shall receive a one-time \$4000 "Hazard Pay" payment.

11. Article XV – Duration of Agreement

15-1 6 years - January 1, 2022-December 31, 2027

WHEREFORE, THE PARTIES HERETO SET THEIR HANDS THIS 17<sup>th</sup> DAY  
OF SEPTEMBER \_\_, 2024

FOR PBA LOCAL 19 (SOA)

FOR THE CITY OF PLAINFIELD



PBA PRESIDENT



ABBY LEVENSON  
BUSINESS ADMINISTRATOR