

**AGREEMENT  
BETWEEN THE  
CITY OF PLAINFIELD  
AND  
LOCAL 19 POLICEMEN'S  
BENEVOLENT ASSOCIATION  
(RANK AND FILE)**

**Effective January 1, 2018 through December 31, 2021**

AGREEMENT  
BETWEEN THE  
CITY OF PLAINFIELD

AND

LOCAL 15, UNION  
BREWERY ASSOCIATION  
(BANK AND FILE)

...

MC 2018-13

**AN ORDINANCE AMENDING THE SCHEDULE OF SALARIES AND WAGES  
ADOPTED PURSUANT TO ARTICLE 14, CHAPTER 11 OF THE MUNICIPAL CODE  
OF THE CITY OF PLAINFIELD, NEW JERSEY, 1971 (SALARY AMENDMENT)  
POLICEMEN'S BENEVOLENT ASSOCIATION - LOCAL 19 (RANK AND FILE)**

Be It Enacted by the Council of the City of Plainfield:

Sec. 1. The schedule of positions, salaries, fringe benefits and wages of Local #19, Policemen's Benevolent Association (Rank and File); the amendments and supplements heretofore adopted pursuant to Chapter 11, Article 14 of the Municipal Code of the City of Plainfield, New Jersey, 1971 are hereby amended.

Sec. 2. The following schedule of positions, salaries, wages ranges and fringe benefits of Local #19, Policemen's Benevolent Association (Rank and File) are hereby adopted pursuant to Section 11:14-1:

(a) The six (6) step salary guide for employees hired in the title of Police Officer before October 3, 2005 shall consist of a minimum and maximum salary range retroactive to January 1, 2018 as follows:

Year	Minimum	Maximum
01/01/2018 - 12/31/2018	45,524	93,736
01/01/2019 - 12/31/2019	47,148	96,325
01/01/2020 - 12/31/2020	47,855	97,770
01/01/2021 - 12/31/2021	48,573	99,236

(b) The seven (7) step salary guide for employees hired in the title of Police Officer after October 3, 2005 shall consist of a minimum and maximum salary range retroactive to January , 2018 as follows:

Year	Minimum	Maximum
01/01/2018 - 12/31/2018	45,524	93,736
01/01/2019 - 12/31/2019	47,148	96,325
01/01/2020 - 12/01/2020	47,855	97,770
01/01/2021 - 12/31/2021	48,573	99,236

(c) The ten (10) step salary guide for employees hired in the title of Police Officer after May 16, 2012 shall consist of a minimum and maximum salary range retroactive to January 1, 2018 as follows:

Year	Minimum	Maximum
01/01/2018 - 12/31/2018	41,535	93,736
01/01/2019 - 12/31/2019	43,080	96,325
01/01/2020 - 12/31/2020	43,726	97,770
01/01/2021 - 12/31/2021	44,382	99,236

(d) The thirteen (13) step guide inclusive of a Police Cadet starting salary for employees hired in the title of Police Officer on or after July 1, 2014 shall consist of a minimum and maximum salary range as follows:



<b>Year Minimum Maximum</b>		
01/01/2018 - 12/31/2018	38,045	93,736
01/01/2019 - 12/31/2019	39,520	96,325
01/01/2020 - 12/31/2020	40,113	97,770
01/01/2021 - 12/31/2021	40,714	99,236

Sec. 3. (a) In addition to the salaries established pursuant to the preceding sections, longevity pay shall be paid to each employee of the Policemen's Benevolent Association (Police Officer) who has completed the number of years shown on the following schedule. Longevity pay shall be payable to such employees at the same time and in the same manner as their regular pay. Longevity pay shall be paid for the full calendar year only and shall be paid to such employees who will qualify for the longevity pay on or before June 30<sup>th</sup> of the calendar year. Longevity pay shall be subject to the merit conditions set forth in Section 11:4-1 and Section 11:14-1 and shall be paid in accordance with the following schedules:

(b) The longevity schedule shall be a percentage of the Officer's base pay as follows:

10+ Years of Service	2.0% of base salary
15+ Years of Service	3.0 % of base salary
20+ Years of Service	5.25% of base salary

(c) The longevity schedule for employees hired on or after July 1, 2014 shall be as follows:

Beginning of the 15 <sup>th</sup> year of service	\$1,000 to base pay
Beginning of the 20 <sup>th</sup> year of service	\$1,300 to base pay
Beginning the 25 <sup>th</sup> year of service	\$1,600 to base pay

Sec. 4. (a) Final pay out of sick leave benefits, at the time of retirement, (after terminal leave) shall be calculated on a one for three ratio and said payout shall not exceed \$15,000.

(b) Final pay out of sick leave benefits at the time of retirement for employees hired after July 1, 2014 shall be calculated on a one for three ratio and said payout shall not exceed \$10,000. Employees hired on or after July 1, 2014 shall not be entitled to terminal leave.

Sec. 5. This ordinance shall take effect twenty (20) days after final passage and approval as provided by law.

FIRST READING

April 9, 2018

SECOND READING

May 14, 2018

ADOPTED BY THE CITY COUNCIL

May 14, 2018

APPROVED BY THE MAYOR

May 15, 2018

ATTESTED BY THE CITY CLERK

May 15, 2018



Year Minimum Maximum		
01/01/2018 - 12/31/2018	38,045	93,736
01/01/2019 - 12/31/2019	39,520	96,325
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Sec. 5. This ordinance shall take effect twenty (20) days after final passage and approval as provided by law.

ADOPTED BY THE MUNICIPAL COUNCIL

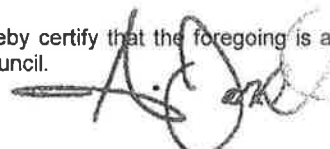
May 14, 2018



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





**APPROVED AS TO LEGAL FORM AND SUFFICIENCY:**

**DATED:** 5/14/18



**DAVID L. MINCHELLO  
CORPORATION COUNSEL**

**APPROVED BY THE CITY ADMINISTRATOR:**

**DATED:** 5/14/18



**CARLOS N. SANCHEZ  
CITY ADMINISTRATOR**

**AN ORDINANCE AMENDING THE SCHEDULE OF SALARIES  
AND WAGES ADOPTED PURSUANT TO ARTICLE 14,  
CHAPTER 11 OF THE MUNICIPAL CODE OF THE CITY OF  
PLAINFIELD, NEW JERSEY 1971 (SALARY AMENDMENT)  
POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 19  
(RANK AND FILE)**

**MC 2018-13**




DATE: MAY 15, 2018

THE WITHIN ORDINANCE IS HEREBY CERTIFIED TO  
THE MAYOR ON MAY 14, 2018 AS BEING AN ORDINANCE  
FINALLY ADOPTED BY THE CITY COUNCIL ON MAY 15, 2018

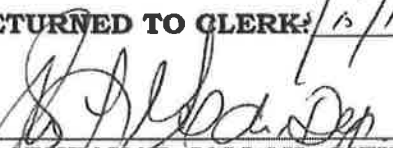
IN ACCORDANCE WITH SECTION 2.9 OF THE PLAINFIELD CITY  
CHARTER ORDINANCES ADOPTED BY THE COUNCIL SHALL BE  
SUBMITTED TO THE MAYOR, AND HE SHALL WITHIN 10 DAYS AF-  
TER RECEIVING ANY ORDINANCE, EITHER APPROVE THE ORDI-  
NANCE BY AFFIXING HIS SIGNATURE THERETO OR RETURN IT TO  
THE COUNCIL BY DELIVERING IT TO THE CITY CLERK TOGETHER  
WITH A STATEMENT SETTING FORTH HIS OBJECTIONS THERETO  
OR TO ANY ITEM OR PART THEREOF.

NO ORDINANCE OR ANY ITEM OR PART THEREOF SHALL TAKE  
EFFECT WITHOUT THE MAYOR'S APPROVAL, UNLESS THE MAYOR  
FAILS TO RETURN AN ORDINANCE TO THE COUNCIL WITHIN 10  
DAYS AFTER IT HAS BEEN PRESENTED TO HIM

  
\_\_\_\_\_  
ABUBAKAR JALLOH, CITY CLERK  
(SUBMITTED TO MAYOR)

  
\_\_\_\_\_  
ADRIAN O. MAPP, MAYOR  
(APPROVED BY THE MAYOR)

DATE APPROVED AND RETURNED TO CLERK: 5/15/18

  
\_\_\_\_\_  
ABUBAKAR JALLOH, CITY CLERK  
(CERTIFIED RECEIPT FROM , MAYOR)

AN ORDINANCE AMENDING THE SCHEDULE OF SALARIES  
AND WAGES ADOPTED PURSUANT TO ARTICLE 14,  
CHAPTER 11 OF THE MUNICIPAL CODE OF THE CITY OF  
PLAINFIELD, NEW JERSEY 1971 (SALARY AMENDMENT)  
POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 19  
(RANK AND FILE)

MC 2018-13



**AGREEMENT**  
**BETWEEN**  
**THE CITY OF PLAINFIELD**  
**AND**  
**LOCAL 19 POLICEMEN'S BENEVOLENT ASSOCIATION**  
**(POLICE OFFICERS)**

**EFFECTIVE:**  
**JANUARY 1, 2018**  
**THROUGH**  
**DECEMBER 31, 2021**

Attorney for the City of Plainfield:  
Mark Ruderman  
Ruderman Horn & Esmerado, P.C.  
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Springfield, NJ 07081-1523

Attorney for Plainfield P.B.A./SOA-Local 19:  
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Iselin, NJ 08830

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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 No. 19, Policemen's Benevolent Association (Police Officers), hereinafter called the "PBA".

WITNESSETH:

WHEREAS, the City has an obligation, pursuant to NJSA 34:13a-1 et seq., as amended, 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 as follows:

ARTICLE I  
RECOGNITION

1-1. The City hereby recognizes the PBA as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all Police Officers, excluding all Superior Officers from the rank of Sergeant and above, 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 NJSA 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 NJAC 19:12-2.1(a). Any Agreement so negotiated shall apply to all Police 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 representative 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 procedures.

(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 Police 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 and ratified by the PBA membership and the City Council.

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.

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.**

(a) 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.

(b) 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 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 the Civil Service law of New Jersey and the rules and regulations promulgated by the New Jersey Civil Service Commission, in which case such matters shall proceed for resolution, if any in accordance with the aforesaid rules and regulations of the New Jersey Civil Service Commission. 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 written mutual consent.

**Step One:**

**Police Director/designee.** A grievance shall be filed in writing on the grievance form provided with the Police Director/designee within ten (10) business days (Monday through Friday) from when the grievance arose or when the grievant should have reasonably known. The Police Director/ designee shall attempt to resolve the grievance and shall provide a written answer to the grievance within ten (10) business days after receipt of the grievance.

**Step Two:**

City Administrator. If the grievance is not satisfactorily resolved at Step One, the grievant (employee or PBA) shall file the written grievance with the City Administrator, with a copy to the Police Director/Designee. A 2<sup>nd</sup> step grievance must be filed within ten (10) business

days (Monday through Friday), from actual receipt of the 1<sup>st</sup> step decision by the PBA. The Administrator or designee shall have ten (10) business days to respond in writing.

**Step Three – Arbitration**

In the event the matter has not been satisfactorily resolved at Step Two, the Association may within ten (10) business days (Monday through Friday), file with the Public Employment Relations Commission for the selection of an Arbitrator in accordance with its rules, regulations and procedures then in effect. A copy of the demand for arbitration shall be simultaneously filed with the City Administrator.

The arbitrator so selected shall be bound by the terms of this Agreement and shall have no authority to add to, subtract from or in any way modify or change the terms of this Agreement. The arbitrator shall further be bound by the laws of the State of New Jersey as well as the decisional law of PERC and the courts of the State of New Jersey.

The arbitrator so selected shall hear the dispute at a mutually agreeable date, time and place.

The decision of the arbitrator shall be final and binding on the parties, except that either party may seek to vacate or confirm an arbitration award in a court of competent jurisdiction. The decision of the arbitrator shall be in writing and set forth the arbitrator's findings of fact, the reason therefore and conclusion on the issue(s) submitted.

No one arbitrator shall have more than one grievance submitted to him/her, and under consideration by him/her, at any one time unless the parties to this Agreement otherwise agree in writing. A grievance shall be deemed under the consideration of an arbitrator until he/she has rendered a written decision. If two or more grievances present the same factual and legal issues, either party may request consolidation before the same arbitrator which request shall not be unreasonably withheld.

The costs for the services of the arbitrator shall be borne equally by the parties. All other expenses, including but not limited to, the presentation of witnesses and attorneys fees, shall be paid by the party incurring the same.

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 Three above, including the same manner of costs.

3-5. Rights of Police Officer Representation.

(a) The PBA shall receive all grievance responses and a representative designated by the PBA shall be present at all meetings to represent the grievance unless the PBA declines to do so. If an officer files a grievance and a meeting with the City is scheduled regarding that grievance, the City shall notify the PBA President of the date, time and location of the meeting at least ten (10) calendar days in advance. In a disciplinary grievance an officer shall have the right to retain a lawyer through the PBA Legal Protection Plan, if applicable, or hire an attorney at his/her own expense. The PBA shall have the right to attend any such grievance hearings. However, unless the PBA is financially responsible for a disciplinary grievance, a PBA representative may be excluded at the request of the disciplined officer.

The parties agree that their respective agents, servants or employees will not engage in any acts of reprisal or harassment against anyone by reason of utilization or participation in the grievance/arbitration procedure set forth in the Article 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 appeal, making reports and recommendations and other necessary documents shall be prepared by the Director of Public Affairs and Safety and the Police Director/designee 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.

(c) The time limits set forth in this Article shall be adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step within the time limits prescribed in this Article, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a written answer is not given within the time limits prescribed at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing in writing to extend or contract the time limits for processing the grievance at any step in the grievance/arbitration procedure.

3-7. The City Administrator or his/her designee shall be the Hearing Officer in all Police disciplinary matters.

3-8. The PBA president and/or designee shall have the right to mediate with the Police Director /designee all penalties imposed for Minor Discipline. Should the PBA President/designee and the Police Director /designee fail to reach consensus via the penalty mediation process, the PBA and/or the affected employee shall have the right to initiate the grievance process at step three, City Administrator level.

#### ARTICLE IV

#### POLICE OFFICER'S RIGHTS

4-1. Pursuant to NJSA 34:13A-1 et seq., as amended, the City and the Association hereby agree that every Police 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 Police Officer in the enjoyment of any rights conferred by NJSA 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 PBA within thirty (30) working days thereafter, or any new full-time employee who does not join the PBA within thirty (30) days of eligibility to join PBA Local 19, 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 PBA by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) or the maximum allowed by law of the regular monthly PBA dues, fees, and assessments as certified to the Employer by "PBA."

(b) The PBA may revise its certification of the amount of each representation fee at any time to reflect any changes in the regular PBA 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 PBA, but rather affords adequate or sufficient rights related to the right to PBA representation granted by State Statute, City Ordinance, and/or contractual obligation.

(d) The "PBA's entitlement to the representation fee shall be continued beyond the termination date of this Agreement so long as the PBA 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) Any full-time employee in the bargaining unit who is a member in good standing of the PBA may authorize a payroll deduction to the PBA for a particular PBA-sanctioned program or purpose. Said amount deducted shall represent the employee's pro rata share of expenditures by the PBA for the particular program or purpose.

(f) The PBA agrees that it will indemnify and save or hold 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 PBA to defend against such action, in any matter resulting from action taken by the City in good faith at the request of the PBA under this Article.

4-3. No Officer shall be disciplined without just cause. All disciplinary matters not covered by the rules and regulations of the New Jersey Civil Service Commission shall be processed through the grievance procedure and shall be arbitrable.

4-4. In an effort to insure that Departmental Investigations are conducted in a manner which is fair and that promotes good order and discipline all administrative and internal affairs investigations whether conducted in-person or through written questionnaire, will be conducted pursuant to the Attorney General's Guidelines on Internal Affairs Policy and Procedures.

#### 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 Police Officers which the PBA may require in collective negotiations or the processing of grievances.

5-2. Whenever any representatives of the PBA or any Police 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. All said postings shall be on PBA letterhead and signed by the PBA President or PBA State Delegate.

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 Police Director/designee 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 Police Director/designee and/or the Director of Public Affairs and Safety may deny the request 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.

5-6. The PBA Delegate and President shall each be permitted time off from duty with pay and with no loss of any other benefits to attend the entire State PBA mini-convention.

#### ARTICLE VI

#### CITY 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, the following rights:

- i. The executive management and administrative control of the City Government and its properties and facilities, and the activities of its employees.
- ii. 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, 11 and 11A or any other National, State, County or Local Laws or Ordinances. The City shall have the right to take unilateral actions pursuant to federal and/or state statutory mandates, e.g., Commercial Motor Vehicle Safety Act, Drug Free

Workplace Act, etc., subject to the City's legal duty to negotiate and subject further to thirty (30) calendar days prior notice of the City's intention to act.

6-2. Maintenance of Operation.

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 willful absence of a Police 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 the 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 injunction 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 following work schedule for the Patrol Division shall be utilized.

- (a) The regular work tour shall consist of four (4) consecutive days on duty followed by four (4) consecutive days off duty.
- (b) The regular workday shall consist of eleven and one-quarter (11.25) consecutive hours.
- (c) For purposes of operation and illustration, the Police Administration shall implement two (2) platoons consisting of two (2) Lieutenants, seven (7) Sergeants, and twenty-eight (28) Patrol Officers. However, it is understood and agreed that staffing levels, platoon configuration and numbers and ranking determinations remain a managerial prerogative.

- (d) There will be two (2) different starting times for the Lieutenants, four (4) different starting times for the Sergeants, and four (4) different starting times for Patrol Officers. Said times will be determined and announced in advance.
- (e) A seniority-based steady shift, bid procedure shall be implemented as follows:
- (1) Each Superior Officer and Patrol Officer assigned to Patrol shall be provided with "bid slips." Each Officer will list four (4) shifts in rank order of preference from most to least preferable. The senior-most officer will be given preference. This mechanism shall continue until all shifts are staffed. Once initially done, this procedure shall be repeated annually so that new shift preferences may be given in conjunction with the beginning of each year.
  - (2) Notwithstanding the above, the City shall have the right to utilize an employee with specific and quantifiable qualifications on a shift requiring said qualifications even though said shift may differ from the employee's preference. However, management must state the specific requirements and need and, once said need has been satisfied, the affected employee shall be offered his/her preferred shift at that time.
  - (3) It is understood that said shift assignments may be suspended during times of bona fide Police emergencies. However, the payment of overtime shall not constitute a Police emergency.
  - (4) Individual abuse of sick leave or unacceptable performance (as determined by the Police Director/designee) may constitute just cause for an individual's change of shift. In addition, where just cause exists, other disciplinary measures may be instituted, as may be appropriate. However, in cases of performance deficiencies, said deficiencies must be quantifiable and the Officer must have been provided prior notice of said deficiencies and must have been given a reasonable time period to improve said deficiencies. In the event a Police Officer's schedule is changed with less than one work tour's notice, that Police Officer shall receive a payment equivalent to one (1) hour pay at time and one-half (1 1/2).
- (f) Whereas, it is in the best interest of all parties for the work schedule to function efficiently, a special committee shall be created to review the functioning of the work schedule. The committee shall consist of the Presidents of the PBA and



SOA, at least one (1) other Officer from each unit as is designated by each of the Presidents, the Police Director/designee, the City Administrator and the Director of Public Affairs and Safety or two (2) other officials as may be appointed by each of those individuals. Statistics shall be provided by Police administration in order to intelligently and effectively analyze the schedule's operation.

- (g) In the event that either party expresses dissatisfaction with the work schedule at the committee meeting referenced herein above, suggestions for scheduled improvement shall be discussed. In the event that a replacement schedule is desired, said new schedule shall be proposed not more than two (2) months following said committee meeting. Said proposed change shall be reviewed and discussed by all parties. If the parties are unable to agree on a replacement schedule, the Police administration and the negotiations unit shall each draft their own work schedule (which may be the same schedule as is in operation). Both schedules, along with all statistics, testimony, experts and any other supporting exhibits shall be presented to an Arbitrator of mutual agreement for final and binding determination. Should the parties be unable to agree on an arbitrator, one will be appointed utilizing the mechanisms and rules of the Public Employment Relations Commission.
- (h) The parties agree that, except in cases of a bona fide state of emergency and then as a temporary suspension only, no work schedule change may be unilaterally implemented. Should the parties find it necessary to exercise the arbitration provision outlined above, the current work schedule will remain in place until the decision of the arbitrator is received.

7-2. It is hereby agreed that a continuing monitoring of overtime duty hours for Police 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 Police Director/designee 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. Any time worked by Police Officers in excess of the hours set forth in 7-1 above shall be compensated at the rate of time and one-half (1 ½) cash payment with the exception of those

hours set forth in 7-2 herein. Police Officers will also be given an option of requesting compensatory time off in lieu of payment on a time and one-half (1 1/2) basis.

7-4. All Police Officers shall receive time and one-half (1 1/2) cash payment or may request compensatory time off at time and one-half (1 1/2) rate, 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 Police 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 Police Officers have the right to engage in certain outside security work as determined by the Police Director/designee. The decisions of the Police Director/designee relating to the provisions of Article VII shall be subject to the grievance procedure up to and including Step Two of Section 3-3, but shall not include Step Three.

Consistent with the provisions of the City Municipal Code Section 2:7-13B, Assignment for Off-Duty Private or Quasi-Public Functions, the rate for outside employment shall be increased (as soon as practicable) as follows:

- a. Rate 1: \$30.00 per hour to each officer for Board of Education and security on premises for businesses and local religious organizations
- b. Rate 2: \$55.00 per hour to each officer for jobs financed directly from the City's budget and for special events not funded by the City, i.e. festivals, parades, etc.
- c. Rate 3: \$75.00 per hour to each officer for all other outside jobs.

An additional 10% of the hourly rate shall be provided to the City as an administrative fee.

#### ARTICLE IX

##### SALARIES

9-1. (a) Each step of the salary schedule shall be adjusted by the following percentages retroactive to their effective date:

January 1, 2018	\$700 and then 2% across-the-board
January 1, 2019	\$700 and then 2% across-the-board
January 1, 2020	1.50% across-the-board
January 1, 2021	1.50% across-the-board

In addition, all officers in the step guide shall receive their salary increment.

- (b) Employees who retired within the meaning of the Policemen and Firemen Retirement System shall be entitled to retro payments as outlined above.

9-2. The salary schedule for all Officers hired prior to October 3, 2005 shall be as follows:

Step	2018	2019	2020	2021
1	45,524	47,148	47,855	48,573
2	69,171	71,269	72,338	73,423
3	75,313	77,533	78,696	79,876
4	81,453	83,796	85,053	86,329
5	87,496	89,960	91,309	92,679
6	93,736	96,325	97,770	99,236

9.3 (a) The salary schedule for all Officers hired after October 3, 2005 shall be as follows:

Step	2018	2019	2020	2121
1	45,524	47,148	47,855	48,573
2	53,557	55,655	56,489	57,337
3	61,592	63,538	64,491	65,458
4	69,625	71,732	72,808	73,900
5	77,660	79,927	81,126	82,343
6	85,694	88,122	89,444	90,786
7	93,736	96,325	97,770	99,236

(b) The salary schedule for all Officers hired after May 16, 2012 shall be as follows:

Step	2018	2019	2020	2021
1	41,535	43,080	43,726	44,382
2	47,335	48,996	49,731	50,477
3	53,135	54,912	55,735	56,571
4	58,935	60,827	61,740	62,666
5	64,735	66,744	67,745	68,761
6	70,535	72,660	73,750	74,856
7	76,335	78,575	79,754	80,950
8	82,136	84,492	85,760	87,046
9	87,935	90,408	91,764	93,141

10	93,736	96,325	97,770	99,236
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(c) The salary schedule for all Officers hired after July 1, 2014 shall be as follows:

Step	2018	2019	2020	2021
1	38,045	39,520	40,113	40,714
2	42,686	44,254	44,918	45,591
3	47,327	48,988	49,722	50,468
4	51,967	53,720	54,526	55,344
5	56,608	58,454	59,331	60,221
6	61,249	63,188	64,136	65,098
7	65,890	67,922	68,941	69,975
8	70,531	72,656	73,745	74,852
9	75,172	77,389	78,550	79,728
10	79,813	82,123	83,355	84,605
11	84,454	86,857	88,160	89,482
12	89,095	91,591	92,965	94,359
13	93,736	96,325	97,770	99,236

9.4. Police Officers acting as Coaches.

(a) Police Officers who are assigned to coach Police Cadets after they graduate from the Police Academy will be paid a stipend of \$60.00 per week for the period of time the Police Officer is conducting training. Effective January 1, 2015, the coaching stipend will increase to \$90.00 per week, per cadet.

- (b) Coaches will be responsible for not more than two (2) Cadets at any one time.
- (c) The duration of the Coach/Cadet training period shall be determined by the Police Director/designee with the approval of the City Administrator.
- (d) Training days are defined as actual days worked.
- (e) If more than one (1) Officer trains a Cadet(s), the stipend will be divided on a pro rata basis.
- (f) If, because of an approved absence or termination, more than one (1) Officer trains a Cadet(s), the stipend will be divided on a pro rata basis.
- (g) Payment for a coaching assignment will be made in a lump sum at the end of the coaching assignment.

9.5 All personnel assigned to the Investigative Unit shall receive a \$900.00 annual stipend for on-call status as follows:

The stipend shall be paid in the 1<sup>st</sup> pay period of December of each year. The annual stipend shall be pro-rated based on the actual time that an officer is assigned to the Investigative Unit during the calendar year.

#### ARTICLE X

##### SICK LEAVE AND OTHER LEAVES OF ABSENCE

10-1. Sick leave may be used by an employee who is unable to work because of:

(a) personal illness or injury; (b) exposure to contagious disease; (c) care, for a reasonable period of time, of a seriously ill member of the employee's immediate family (defined herein for the purpose of this section as spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in law and other relatives residing in the employee's household); death in the employee's immediate family for a reasonable period of time once bereavement leave has been exhausted; and (c) by a handicapped employee from absences related to the acquisition or use of an aid for the handicapped when the aid is necessary to function on the job. In such cases, reasonable proof may be required by the employer.

New employees shall only receive one (1) working day for the initial month of employment, if they begin work on the first through the eighth day of the calendar month, and one-half working day if they begin on the ninth through the twenty-third of the month.

After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one (1) working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with one hundred twenty (120) hours. However, sick leave credit shall not accrue on any succeeding January 1<sup>st</sup> after an employee has resigned or retired, although his or her name is being retained on the payroll until exhaustion of sick leave, vacation leave or other compensatory leave.

Paid sick days shall not accrue during a leave of absence without pay or suspension for fifteen (15) days or more.

An employee who exhausts all paid sick days in any one year shall not be credited with additional paid sick leave until the beginning of the next calendar year. This shall be subject to 11-4 of the collective bargaining agreement.

An employee shall notify his/her supervisor as per Police Division policy if he/she is unable to report to work due to illness or injury as set forth in this section.

When an employee is absent from work because of illness or injury as set forth in this section for more than five (5) consecutive days, his/her supervisor may require the employee to submit a certificate from a physician relating to his/her injury or illness. An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days may be required to submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring absences of one day or less in which case only one certificate shall be necessary for a period of six (6) months. The employer may require proof of illness of an employee on sick leave at any time that it appears reasonable to do so. Abuse of sick leave shall be cause for disciplinary action.

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 the purpose 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.

Effective January 6, 1996, payment of accumulated sick leave under the provisions of this Article shall be capped in the amount of \$15,000, regardless of the number of such days accumulated. The six (6) month leave of absence set forth in Section 10-3 shall be excluded from the cap herein. Employees hired on or after July 1, 2014 shall have their sick time cash-in at separation capped at \$10,000.00.

10-3. Terminal Leave.

Immediately prior to the effective date of retirement, an employee shall be entitled to utilize up to six (6) months leave of absence with pay and have such time charged against his/her accumulated and unused sick leave days. A letter of commitment to retire must be signed by the

employee and submitted to the Police Director/designee prior to the grant of terminal leave. The balance of the employee's accumulated and unused sick leave days thereafter shall be paid at the time of retirement on the basis of one-third (1/3) day per full day of verifiable sick leave accumulated and not previously used. Vacation and sick leave time shall not accrue during terminal leave. Employees hired on/after July 1, 2014 shall not be entitled to terminal leave.

10-4. Other Leaves of Absence.

Leaves of absence other than sick leave and terminal leave shall be as set forth in Section 11:9 of the Municipal Code of the City of Plainfield.

ARTICLE XI

INSURANCE PROTECTION

11-1. Effective January 1, 2018, the City shall implement the \$20 PCP/\$20 Specialist Medical Plan (currently known as the OAMC-20 plan) as the base plan for medical benefits with the option for an employee to pay the different to buy up to any other higher cost plan.

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 Police and Firemen's Retirement System, or any other like system, the City will provide each uniformed member of the Police Division a Group Life Insurance Policy of a face value of \$4,000.00.

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

Those Police Officers who have not yet completed five (5) years of service will be provided a long-term disability insurance plan, which will provide income of fifty percent (50%) 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, such payment of fifty percent (50%) of salary will be provided following 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.

Police Officers with more than five (5) years of service are covered for disability income under the Police and Firemen's Retirement System providing that the employee retires as a result of the disability. The City agrees to provide a supplemental disability income insurance plan to Police Officers with more than five (5) years of service. 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 (1) year from the time or injury or illness commenced. Such payment shall be at fifty percent (50%) 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. One (1) year from the date of the incident or the beginning of the illness all non-job related disability payments will stop and the employee must take advantage of the disability benefits available to the uniformed employee through the Police and Fire Pension Plan, pursuant to Revised City Ordinance §11:9-11A. Employees who are receiving disability payments shall return to work on an alternative or light duty status when it has been determined by the employee's physician and/or the City's physician that an employee is fit for such duty.

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 understand 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. Prescription Plan.

If an employee fails to make a Rx selection during the period of October 1<sup>st</sup> through October 31<sup>st</sup>, he/she shall be placed in the plan with the least expensive premium.

Effective January 1, 2018, the City's Prescription Drug Plan(s) will be:

- i. \$7.50 Generic/\$35 Brand Retail with \$15 Generic/\$70 Brand Mail Order, also known as Option 2, which will be the base plan; and
- ii. \$15 Generic/\$35 Preferred Brand/\$50 Non-Preferred Brand Retail with \$30 Generic/\$70 Preferred Brand/\$100 Non-Preferred Brand Mail Order, also known as Option 4, which can be selected at the employee's option.

Co-Payment	Option 3	Option 4
Co-payment	\$15.00 Generic \$25.00 Brand	\$7.50 Generic \$35.00 Brand

(b) The PBA recognizes that at retirement, prescription coverage will be provided in conjunction with the health insurance coverage via the State Health Benefits Program to all members that qualify for health coverage upon retirement in accordance with the provisions of Section 11-7 of this collective bargaining agreement.

11-6. The City will provide health insurance coverage for a period of one (1) year to the spouse



and dependents of a Police officer who dies while actively employed provided, however, said Police Officer had coverage at the time of death.

11-7. The City agrees at its sole expense to continue health insurance coverage for employee, spouse and dependents for those Police Officers who retire as such retirement is defined by P.F.R.S. Said health insurance coverage shall be the same coverage as provided to City employees.

11-8. The City shall provide for the payroll deduction of dental insurance payments.

11-9. Employees shall be eligible to opt out of the medical plan pursuant to the City ordinance and consistent with State law.

11-10. The City shall reimburse current and future eligible retirees and their eligible spouses, civil union partners, or same sex domestic partners for the premium cost for Medicare Part B only. Retiree must enroll in Medicare in a timely manner in order to be eligible for MedicareB payment. City will pay MedicareA only if retiree not eligible for Medicare.

**ARTICLE XII**

**VACATIONS, PERSONAL DAYS AND HOLIDAYS**

12-1. (a) 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 or more	26 Days

(b) All employees hired on or after July 1, 2014 shall earn vacation based in accordance with the following schedule.

1 – 5 Years of Service	12 Days
6 – 10 Years of Service	15 Days
11 – 15 Years of Service	18 Days
16 – 20 Years of Service	21 Days
21 – Years of Service or more	25 Days

(c) Officers shall be entitled to select vacation preferences each November 1st for vacations to be taken the following calendar year.

(d) Officers shall be allowed to carry over up to fifteen (15) vacation days, without the need for approval to the next calendar year.

12-2. Each Officer shall receive four (4) personal days on January 1<sup>st</sup> of each year. Said days shall be in addition to any and all sick days, vacation days, holidays and compensatory time, except said days shall not be cumulative from year to year. Officers may not utilize a personal day on a holiday or on a day declared a "State of Emergency" for either weather or police conditions. No more than two (2) Officers per shift will be allowed to use personal days at the same time without the approval of the Watch Commander.

12-3. All employees 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 Police Director/designee 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 payday in December.

(b) All sworn personnel assigned to the Administrative Bureau shall receive the cited holidays but shall not receive a "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. (a) 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:

2% of salary for Officers having 10+ years of services

3% of salary for Officers having 15+ years of service

5.25% of salary for Officers having 20+ years of services

(b) The longevity schedule for employees hired on or after July 1, 2014 shall be as follows:

Beginning of the 15 <sup>th</sup> year of service	\$1,000 to base pay
Beginning of the 20 <sup>th</sup> year of service	\$1,300 to base pay
Beginning of the 25 <sup>th</sup> year of service	\$1,600 to base pay

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<sup>th</sup> of the calendar year. Employees hired after June 30<sup>th</sup>, the base year will become effective following the full 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 schedule as 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 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 schedule 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 this Agreement.

#### ARTICLE XIV

#### MISCELLANEOUS

14-1 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.

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 not discrimination in the hiring, training, assignment, promotion, transfer or discipline of Police 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 regard to Federal, State and Local Affirmative Action Laws.

14-3 Upon request, copies of this Agreement together with copies of the City Personnel Ordinances and Amendments thereto shall be supplied to all Police 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 Ordinances 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 When any uniformed member of the Police Division is directed by the Police Director/designee to serve in an assignment deemed necessary by the Police Director/designee 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(d) of the Municipal Code of the City of Plainfield.

14-6 The City shall supply all new officers with a full uniform compliment. A new officer shall be required to reimburse the City for the initial compliment via payroll deduction in equal installments over a 24-month period. Except for uniform items that are damaged or destroyed while in the performance of official duties which shall be replaced at the City's expense, officers shall be required to purchase and maintain their uniforms at their expense. Officers shall be required to maintain their uniforms so that their uniform and appearance complies with all Department Rules and Regulations. Failure to do so may result in discipline. The \$700.00 allowance will be discounted.

14-7 The City shall continue to provide officers with all necessary equipment including but not limited to holsters and leather gear, body armor, weapons and the like at the City's expense. The Police Director has the exclusive authority to decide what equipment is "necessary." The \$700.00 allowance will be discounted.

14-8 The City shall implement a Fifty Thousand Dollar (\$50,000.00) cap per year on college incentive stipends paid to eligible Officers.

To be eligible for a college incentive stipend, employees must submit a course description to the City Administrator or his designee and obtain prior approval that the course is eligible for the stipend. The college course for which the stipend is sought must be directly related to the employee's job or be part of a curriculum leading to a degree which is directly job related. To obtain the stipend, the employee must submit an official transcript which contains a grade of "C" or better in the approved course.

Employees who received a college incentive stipend prior to January 1, 1997, shall continue to receive a college incentive stipend for courses already completed and shall not be required to satisfy the above requirements to receive the stipend. The above requirements only apply to college courses commenced after January 1, 1997.

14-9. 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.

14-10. The City will provide a tax-sheltered annuity deduction system whereby each employee may deduct up to the maximum allowable by the Internal Revenue Service of his/her gross salary and apply it to a tax-sheltered annuity program to be designated by the City.

14-11. Authorized mileage reimbursement will be paid at the current IRS rate.

14-12. The PBA and the City agree to enter into a memorandum of understanding to discuss staffing minimums for the uniform patrol unit.

14-13. City Hall Closing: Only employees who actually work on a day that City Hall is closed (i.e., all or part of their shift occurs from midnight to 11:59 p.m., of the calendar day of the closing), shall receive a compensatory day.

ARTICLE XV

DURATION OF AGREEMENT

15-1. Unless specifically noted otherwise, this Agreement shall be effective as of January 1, 2018 and shall continue in effect until December 31, 2021, 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 written below.

ATTEST:

POLICEMEN'S BENEVOLENT ASSOCIATION  
(Police Officers)

*Alana Walker*  
Secretary

*Carlos Gonzalez*  
Carlos Gonzalez, President

Date: 8 Nov 17

Date: 11-8-17

ATTEST:

CITY OF PLAINFIELD

*Abubakar Jalloh*  
Abubakar Jalloh, City Clerk

*Adrian O. Mapp*  
Adrian O. Mapp, Mayor

Date: \_\_\_\_\_

Date: 2/8/2018

**RESOLUTION RATIFYING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY AND THE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL #19 (RANK AND FILE & SUPERIOR OFFICERS)**

WHEREAS, the Collective Bargaining Agreement between the City of Plainfield and the Local 19 Policemen's Benevolent Association and Local 19 Policemen's Benevolent Association - SOA is set to expire on December 31, 2017; and

WHEREAS, the City of Plainfield and the Local 19 Policemen's Benevolent Association and Local 19 Policemen's Benevolent Association - SOA have entered into good faith negotiations for the purposes of reaching an agreement on a new collective bargaining agreement; and


WHEREAS, the City of Plainfield and the Local 19 Policemen's Benevolent Association and Local 19 Policemen's Benevolent Association - SOA have reached a tentative agreement subject to approval with the membership of the Local 19 Policemen's Benevolent Association, Local 19 Policemen's Benevolent Association - SOA, Mayor and City Council; and

WHEREAS, the negotiating committees for the respective parties recommend ratification and approval; now therefore be it

RESOLVED, that the City Council hereby ratifies the execution of the an agreement between the City of Plainfield and Local #19, Policemen's Benevolent Association, (Rank and File & Superior Officers) and authorizes the Mayor and City Clerk to execute same; Be it

FURTHER RESOLVED, that a copy of this Resolution along with the executed agreement shall be on file in the Office of the City Clerk.

November 8, 2017

  
Abubakar Jalloh, R.M.C.  
Municipal Clerk

R 345-17

## MEMORANDUM OF AGREEMENT

This Agreement is made by and between the **City of Plainfield** (herein "City") and **Local 19 Policemen's Benevolent Association** (herein "PBA") and **Local 19 Policemen's Benevolent Association-SOA** (herein "SOA") on this \_\_\_\_ day of August, 2017.

**WHEREAS**, the City and PBA and SOA are parties to collective negotiations agreements ("CNAs") that are effective from January 1, 2014 through December 31, 2017; and

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

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

**WHEREAS**, the negotiating committees for the City and PBA and the SOA 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 CNAs that are in effect through December 31, 2017 between the City and PBA and the City and the SOA shall remain in full force and effect.

2. ARTICLE IX. SALARIES

Sections 9-1 and 9-2 (PBA and SOA), and 9-3 (PBA):

1/1/18            \$700 and then 2% across-the-board



1/1/19	\$700 and then 2% across-the-board
1/1/20	1.5% across-the-board
1/1/21	1.5% across-the-board

In addition, all officers in the step guide shall receive their salary increment.

3. ARTICLE XI, INSURANCE PROTECTION

a. Section 11-10

Incorporate the parties' grievance settlement regarding Medicare reimbursement for retirees. Counsel for the parties shall agree language for the new contract which shall contain a requirement that retirees shall enroll in Medicare in a timely manner and specifically indicate that Part A will only be paid if a retiree is not Medicare eligible.

b. Section 11.1: Effective January 1, 2018, the City shall implement the \$20 PCP/\$20 Specialist Medical Plan (currently known as the OAMC-20 plan) as the base plan for medical benefits with the option for an employee to pay the difference to buy up to any other higher cost plan.

c. Section 11.5: Effective January 1, 2018, the City's Prescription Drug Plan(s) will be:

i. \$7.50 Generic/\$35 Brand Retail with \$15 Generic/\$70 Brand Mail Order, also known as Option 2, which will be the base plan; and,

ii. \$15 Generic/\$35 Preferred Brand/\$50 Non-Preferred Brand Retail with \$30 Generic/\$70 Preferred Brand/\$100 Non-Preferred Brand Mail Order, also known as Option 4, which can be selected at the employee's option.

4. ARTICLE XIV. MISCELLANEOUS

a. 14-6 (Replace) (PBA): The City shall supply all new officers with a full uniform compliment. A new officer shall be required to reimburse the City for the initial compliment via payroll deduction in equal installments over a 24-month period. Except for uniform items that are damaged or destroyed while in the performance of official duties which shall be replaced at the City's expense, officers shall be required to purchase and maintain their uniforms at their expense. Officers shall be required to maintain their uniforms so that their uniform and appearance complies with all Department Rules and Regulations. Failure to do so may result in discipline.

b. 14-6 (Replace) (SOA): Except for uniform items that are damaged or destroyed while in the performance of official duties which shall be replaced at the City's expense, officers shall be required to purchase and maintain their uniforms at their expense. Officers shall be required to maintain their uniforms so that their uniform and appearance complies with all Department Rules and Regulations. Failure to do so may result in discipline.

c. 14-7 (Replace): The City shall continue to provide officers with all necessary equipment including but not limited to holsters and leather gear, body armor, weapons and the like at the City's expense. The Police Director the exclusive authority to decide what equipment is "necessary".

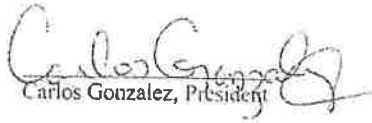
5. ARTICLE XV. DURATION OF AGREEMENT

1/1/18 through 12/31/21.

6. All other proposals of the parties not addressed herein are withdrawn.

7. This Agreement is subject to ratification by the members of the PBA and SOA and approval of the governing body of the City.

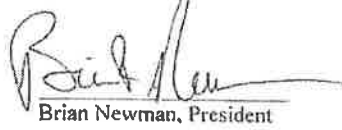
**FOR PBA LOCAL 19**

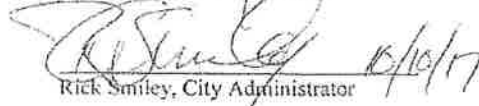
  
Carlos Gonzalez, President

**FOR THE CITY OF PLAINFIELD**

  
Hon. Adrian O. Mapp, Mayor

**FOR PBA LOCAL 19(SOA)**

  
Brian Newman, President

 10/10/17  
Rick Smiley, City Administrator



**RESOLUTION AUTHORIZING THE EXECUTION OF  
SUCCESSOR AGREEMENTS WITH THE  
POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 19  
(RANK AND FILE / SUPERIOR OFFICERS)**

**WHEREAS**, the collective bargaining agreements with the Policemen's Benevolent Association Local 19 (Rank and File) and the Policemen's Benevolent Association Local 19 (Superior Officers) expired on December 31, 2017; and

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

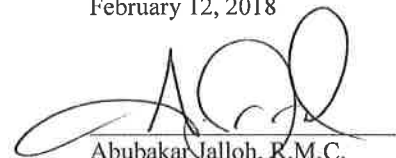
1. Policemen's Benevolent Association Local 19 (Rank and File)
2. Policemen's Benevolent Association Local 19 (Superior Officer)

**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 agreements with the following collective bargaining units:
  - a. Policemen's Benevolent Association Local 19 (Rank and File)
  - b. Policemen's Benevolent Association Local 19 (Superior Officer)
2. A copy of this Resolution and the executed agreements shall be filed in the Office of the City Clerk.

Adopted by the City Council

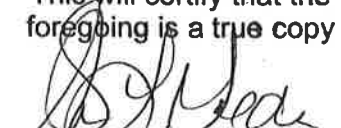
February 12, 2018

  
Abubakar Jalloh, R.M.C.  
City Clerk

Approved as to form:

\_\_\_\_\_  
David Minchello  
Corporation Counsel

This will certify that the  
foregoing is a true copy

  
\_\_\_\_\_  
Deputy City Clerk





# 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 (Rank and File)**

### RECOMMENDATION

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

### BACKGROUND

The collective bargaining agreements with the Policemen’s Benevolent Association (PBA) Local 19 (Rank and File) 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 % increase
January 1, 2023 - December 31, 2023	3.5% increase
January 1, 2024 - December 31, 2024	2.5% increase
January 1, 2025 - December 31, 2025	1.5% increase
January 1, 2026 - December 31, 2026	3.5% increase
January 1, 2027 - December 31, 2027	3.0% increase and reduction to 12 steps

### 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	\$ 201,332.00
2023	\$ 546,598.00
2024	\$ 530,496.00
2025	\$ 510,357.00
2026	\$ 682,069.00
2027	\$ 905,325.00

Attachments:  
Plainfield-PBA MOA 2022-2025 9.4.24 (PDF)

  
Abby Levenson, Business Administrator & Personnel Director 9/9/2024

Phone: (908) 753-3236 – Fax: Fax  
Email: [abby.levenson@plainfieldnj.gov](mailto:abby.levenson@plainfieldnj.gov)  
Website: <http://www.plainfieldnj.gov>

# CITY OF PLAINFIELD

R 365-24

## RESOLUTION AUTHORIZING THE EXECUTION OF SUCCESSOR AGREEMENTS WITH THE POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 19 (RANK AND FILE)

WHEREAS, the collective bargaining agreements with the Policemen's Benevolent Association Local 19 (Rank and File) 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 agreements and subsequently reached settlement with the following collective bargaining unit:

1. Policemen's Benevolent Association Local 19 (Rank and File)

**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 (Rank and File)
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 365-24

			Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted	Richard Wyatt	Seconded	<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 10 day of September 2024, by and between the City of Plainfield (herein the "City") and Local 19 Policeman's Benevolent Association (Police 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, Police 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, PBA 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% and reduction to 12 steps in the guide

9-4(a) Coaching Stipend to \$130 per week effective 1/1/25

9-5 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: Licensing Fees: The City agrees to pay the required PTC Licensing fees for newly hired officers only. (Currently \$500). If the officer leaves the Department within five (5) years of licensing, the departing officer must reimburse the City for his/her licensing fee to be paid out of the officer's final paycheck.

14.15 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 \_\_\_\_\_ DAY  
OF SEPTEMBER 10, 2024**

**FOR PBA LOCAL 19**

**FOR THE CITY OF PLAINFIELD**

  
\_\_\_\_\_  
**BRANDYN ADAMS,  
PBA PRESIDENT**

  
\_\_\_\_\_  
**ABBY LEVENSON  
BUSINESS ADMINISTRATOR**