

THIS AGREEMENT, made and entered into by and between the Borough of South Plainfield, (hereinafter referred to as the “Employer”) and the South Plainfield PBA Local 100, (hereinafter referred to as the “PBA”) is to be effective as of January 1, 2011.

The Employer and the PBA do hereby agree to the terms of this Agreement as hereinafter specifically set forth:

ARTICLE I
RECOGNITION

1. The Employer does hereby recognize the PBA as the sole and exclusive bargaining agent for all patrolmen (including detectives) in the Borough of South Plainfield, in all matters pertaining to rates of pay, wages or salaries, hours of work, benefits, and other terms and conditions of Employment as permitted under law.

2. The provisions of this Agreement shall apply to all accretions to the bargaining unit. Specifically excluded from the terms and conditions of this Agreement, are Sergeants, Lieutenants and Captains and other personnel employed by the Employer now working or to be working, in its Police Department.

ARTICLE II

EMPLOYER'S RIGHTS

1. The Employer shall retain all rights of management and supervision resulting from or pertaining to the operation of the police department and its members as provided by law.
2. The PBA recognizes the Employer's rights, duties and authority to manage and control the affairs of the Borough of South Plainfield pursuant to the authority conferred on it by the State of New Jersey and all applicable local, state and federal laws. The Employer retains and reserves all rights of management and control not limited by this Agreement and including, but not limited to firing for cause, promoting, discipline for cause, layoff, transfer of all Employees covered by this Agreement, together with assignment and designation of all such work to be performed by said Employees.
3. Nothing herein contained shall be intended to abrogate, modify or in any way conflict with any rights available to the Employer and/or the PBA under the provisions of the New Jersey Employer-Employee Relations Act.

ARTICLE III

INSPECTION PRIVILEGES

1. The authorized representatives of PBA shall be allowed time off when needed to conduct any PBA business as required, and such time shall not to be deducted from personal time.

2. Upon due and proper notice, an authorized agent of the PBA shall have access to the Employer's records during working hours, at times of mutual convenience, for the purpose of adjusting disputes or investigating working conditions, provided however, that there is no interruption of the Employer's working facility or schedule.

ARTICLE IV

GRIEVANCE PROCEDURE

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 employment of Police Officers.

- (b) Nothing herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with an appropriate representative of the Employer, within the presence of a PBA Representative appointed by the President of the PBA, if requested by the Employee involved.

2. DEFINITION

The term “grievance” as used herein means any dispute and/or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement or regarding employment or the application of any rules, regulations, policies and/or ordinance which effect working condition or actual working conditions and may be raised by the PBA or employee on behalf of an individual employee, group of employees, or the PBA itself. The right of the PBA to file such a grievance is at the option and within the discretion of the PBA and/or employee and may be with or without the consent of the individual employee, (hereinafter referred to as the “grievant”).

3. STEPS OF GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

STEP ONE

- (a) The grievant or PBA shall institute action under Step One within 30 calendar days of the commencement of the actual occurrence of the grievance, or within 30 calendar days of the actual or implied knowledge of the commencement of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the employee or the aggrieved employees, the PBA on behalf of the employee or the PBA on behalf of itself and the Chief of Police for the purpose of resolving the matter. Failure to file a grievance within said 30 calendar days shall be deemed to constitute an abandonment and/or waiver of the grievance.

- (b) Said grievance shall be in writing and submitted to the Chief of Police.

- (c) The parties involved shall meet to review the grievance at a convenient time and place within five (5) working days of receipt of the grievance by the Chief.

- (d) The Chief of Police and/or his/her designee may render a written decision within five (5) working days after discussion of the grievance. Failure to provide a written decision shall entitle the PBA and/or grievant to proceed to Step Two.

STEP TWO

- (a) In the event the grievance has not been resolved in Step One, the grievant or the PBA, shall in writing, file the grievance with the Borough Administrator within five (5) working days following the determination in Step One. Failure to file shall be deemed as an abandonment of the grievance.

- (b) The grievant and the PBA shall meet with the Borough Administrator to discuss the grievance, and said discussion shall take place at a convenient time and place for all parties within five (5) working days after submission of the grievance to the Borough Administrator.

- (c) The Administrator and/or his/her designee shall render a written decision within five (5) working days after discussion of the grievance. Failure to provide a written decision shall entitle the grievant and/or PBA to proceed to Step Three.

STEP THREE

- (a) In the event the grievance has not been resolved at Step Two, the grievant and/or PBA shall in writing, file the grievance with the Public Safety Committee within five (5) working days following the determination at Step Two. Failure to file shall be deemed as an abandonment of the grievance.
- (b) The grievant and the PBA shall meet with the Public Safety Committee to discuss the grievance, and said discussion shall take place at a convenient time and place for all parties within ten (10) working days of submission of the grievance to the Committee.
- (c) The Public Safety Committee may, or may not, at their discretion consult with and/or place the matter before the entire Mayor and Council if it deems necessary.
- (d) No grievance will be heard or considered by the Public Safety Committee which has not first passed through Steps One and Two.
- (e) The Public Safety Committee or full Mayor and Council shall render a written decision within ten (10) working days after the discussion of the grievance. Failure to provide a written decision shall entitle the PBA, only, to proceed to Step Four.

STEP FOUR

- (a) In the event the grievance has not been resolved at Step Three, the matter may be referred to arbitration by the PBA as herein provided.

(b) In the Event the PBA desires to submit a grievance to arbitration the following shall be followed:

1. Within ten (10) working days following the Public Safety Committee's and/or Council's determination, the PBA shall notify the New Jersey State Public Employees Relations Commission of the desire to arbitrate in writing with a copy forwarded to the Borough. The selection of the arbitrator shall be conducted in accordance with the Rules and Regulations of the New Jersey State Public Employees Relations Commission.
2. The costs of services of the arbitrator shall be borne equally by the Employer and the PBA.
3. The decision of the arbitrator shall be in writing and shall include all reasons for such decisions and shall be served on all parties.
4. The decision of the arbitrator shall be final and binding upon all parties.

ARTICLE V

WORK SCHEDULE

The parties agree to negotiate changes in the work schedule absent the Employer's demonstrated need to effectuate a significant managerial prerogative.

ARTICLE VI

RATES OF PAY

- 1) The Employees shall be classified in accordance with skills used and shall be paid not less than the minimum for such classification in accordance with the table of job classifications and rates of pay in the following schedule expressly made part of this Agreement. Such wages shall be incorporated in the wage and salary ordinance to be adopted by the Employer and subject to the terms thereof.

2) The salary guide for Employees shall be as follows:

- a) Any new hire will start at Academy Step, and will remain at that step for six (6) months or completion of the Academy, whichever is sooner. Employees hired with the New Jersey Police Training Commission (NJPTC) certification, but with no prior police experience, will start at *Class H*. However, this Agreement shall not stop the appointing authority, from hiring an officer and starting him at any class deemed appropriate based on his previous experience.
- b) A *Class H Officer* will remain at that level for 12 months, at the end of which, he/she will become a *Class G Officer*.
- c) A *Class G Officer* will remain at that level for 6 months, at the end of which, he/she shall be a *Class F Officer*.
- d) A *Class F Officer* will remain at that level for 12 months, at the end of which, he/she shall be a *Class E Officer*.
- e) A *Class E Officer* will remain at that level for 12 months, at the end of which, he/she shall be a *Class D Officer*.
- f) A *Class D Officer* will remain at that level for 12 months, at the end of which, he/she shall be a *Class C Officer*.
- g) A *Class C Officer* will remain at that level for 12 months, at the end of which, he/she shall be a *Class B Officer*.
- h) A *Class B Officer* will remain at that level for 11 years, at the end of which, he/she shall be a *Class A Officer*.

3) The PBA and Borough understand that during the salary guide adjustments for this contract, some officers had to change classes. This in no way reflects a demotion or promotion for that officer, but only a change in title to their current or future pay class.

Class Rate Table

↓	→	January 1, 2011	January 1, 2012	January 1, 2013	January 1, 2014
Class	Rate	1.75%	1.9%	1.9%	1.9%
Class A		\$98,363	\$100,232	\$102,137	\$104,077
Class B		\$95,839	\$97,660	\$99,515	\$101,406
Class C		\$87,704	\$89,370	\$91,068	\$92,799
Class D		\$79,562	\$81,074	\$82,614	\$84,184
Class E		\$69,919	\$71,247	\$72,601	\$73,981
Class F		\$63,232	\$64,433	\$65,658	\$66,905
Class G		\$59,900	\$61,039	\$62,198	\$63,380
Class H		\$49,900	\$50,849	\$51,815	\$52,799
Academy		\$38,900	\$39,640	\$40,393	\$41,160

ARTICLE VII

LONGEVITY

All Employees hired prior to January 1, 2011 shall be entitled to longevity payments in accordance with the following schedule:

YEARS OF SERVICE	PERCENT
5	2.5%
10	4.5%
15	7%
20	8%

Employees hired after January 1, 2011 shall not be entitled to longevity payments.

ARTICLE VIII

ACTING SUPERVISOR AND TRAINING OFFICER

1. Any officers working in the capacity of a sergeant shall receive that sergeant's pay for all hours worked in the rank, payable the next pay period.
2. Training Officer: Any officer, who is assigned to train a new officer, shall receive sergeant's pay for all hours worked in said capacity. For purposes of this section, to be eligible to serve in a training capacity, an officer shall have completed Methods of Instruction.

ARTICLE IX

COMPENSATION FOR OVERTIME

1. Each employee shall be compensated for overtime worked above the normal tour of duty required to be worked, and such compensation shall be paid at the rate of time and one half the officer's hourly rate of pay.
2. Overtime worked will be paid in the next succeeding pay period, *unless at the request of the employee*, said overtime will be applied to the Accumulated Time off (ATO), bank. Accumulated time off is one and one half the time worked as overtime, which is not compensated by payment. The ATO bank is capped at 480 hours. Any employee who has reached the maximum of 480 hours ATO shall be prohibited from accumulating additional hours, and shall be paid for said hours in excess of 480 hours.
3. In the event an employee is called to work on his non-scheduled time (including, but not limited to, off-duty court or administrative appearances, police school, firearms qualifications, special training's etc.) he/she shall be guaranteed a minimum call-out pay. Officers scheduled for more than one municipal court session in any day shall be considered as separate call-ins, in which the officer shall be compensated their minimum call-out pay for each court session. Overtime shall be calculated at time and ½ of the employee's hourly rate of pay. The minimum time of a call-out shall be:

2011: Three (3) Hours

2012: Three (3) Hours

2013: Four (4) Hours

2014: Four (4) Hours

4. Notwithstanding the foregoing, the overtime rate shall not exceed that which is allowed under the appropriate statute including the provisions of the Fair Labor Standards Act, if applicable, in such case made and provided.

ARTICLE X
ON CALL PAY

Detectives who are required to be on call on the weekend shall receive fifty-dollars (\$50.00) pay for each weekend on call assignment. For the purpose of this section, “Weekend On Call” status, per the work schedule in place as of the effective date of this agreement, is defined as Friday, 2300 hours to Monday, 0700 hours.

ARTICLE XI

ENTITLEMENT ON ACCOUNT OF DEATH OR PERMANENT DISABILITY

To the extent permitted by law, the Employer will pay a sum equivalent to six calendar months of pay to any Employee who dies or is permanently disabled, as the result of injuries sustained in the line of duty. Such payments shall be in addition to any other benefits payable to such officer. The Employer shall not be obligated to make any such payment as herein above provided if the death or injury were intentionally self-inflicted. In the event payment pursuant to this paragraph must be made on a “pension” or time basis in order to comply with applicable law, the sum total of the Employer’s payments shall not exceed a sum equivalent to six calendar months pay.

ARTICLE XII

RETIREMENT BENEFITS

1. The Employer shall pay to any Employee retiring, in good standing, upon the completion of 25 years of service with Employer, a sum equivalent to six (6) calendar months pay. In the event payment pursuant to this paragraph must be made on a Pension or time basis in order to comply with applicable law, the sum total of the Employer's payment shall not exceed six (6) calendar months of pay. Notice of intent to retire shall be duly served in writing upon the Employer no later than six (6) calendar months prior to January 1 of any calendar year. The benefits paid on account of retirement shall be computed at the Employee's last pay rate and shall be maintained at such rate throughout the entitlement period.

2. In addition to the above stated benefits, any officer who retires with 25 years creditable service in the PFRS or retires on a disability pension, and his dependents, at the time of retirement, shall be entitled to receive health insurance.
 - a) Any officer who retires on or after January 1, 1999, shall also be entitled to prescription and optical paid by the Employer.

 - b) Any officer who retires on or after January 1, 2003, shall also be entitled to prescription, optical and dental paid by the Employer.

Any dispute regarding this coverage shall be heard by the Public Safety Commission and/or Borough Administrator.

3. The Surviving Spouse Clause enacted September 9, 1985 by the Employer shall apply to this article.

4. Effective August, 2008 and retroactive to January, 1999, The PBA withdrew its grievance under PERC Docket Number AR-2007-797 for the following addition to the contract:

- A. Any retired officers eligible for post-retirement benefits under this article shall not be subject to any increased out of pocket expenses effectuated after the date of their respective retirement.

- B. The Borough also recognizes that the level of benefits provided to the eligible retirees shall be at least equal to the benefit package in effect immediately prior to the retiree's retirement. Additionally, in the event the level of benefits to which the retiree is eligible to receive are enhanced, or otherwise improved subsequent to his/her retirement, said enhancements/improvements shall be extended, at no cost, to the retiree.

ARTICLE XIII

INSURANCE PLANS

1. Health Insurance. If the Borough exercises its right to change insurance carriers or self-insure, benefits levels shall be equal to or better than current benefit levels.

2. Dental Plan. The Employer will provide a dental care program equal to or greater than that referred to as “The Delta Dental Plan” with coverage being 100% and a zero deductible on Preventative and Diagnostic Services, 80%-20% coverage on all other care with a one-time per year deductible of \$25.00 per person (\$75 maximum per family), Crowns and Prosthodontic Services will be covered at 50%, lifetime maximum per patient for Orthodontic Services at \$1,500.00. The calendar year maximum per patient shall be \$2,200.00. Such coverage shall automatically terminate upon termination of employment by Employee with the Employer or upon death of the Employee, except in the instance where COBRA applies. The benefits described in this section shall accrue to the retired members of this unit who have retired after January 1, 2003.

3. Optical Plan. The Employer agrees to provide an annual eye examination for each Employee together with prescription eye glasses every alternate year. The cost to the Employer for the annual eye examination shall be no more than \$75.00 per year and the cost to the Employer for the prescription eye glasses shall not exceed \$200.00 every alternate year. However, if a prescription should change on an off year, Employer will still provide the coverage. This benefit shall be transferable to a family member. The benefits described in this section shall accrue to the retired members of this unit.

4. Prescription Plan. The Employer will provide a Prescription plan equal to or better than the plan in effect at the time this contract was signed with a co-pay of \$15.00 per prescription for name brand, an \$8.00 co-pay for generic, and 3 month mail order prescriptions with a co-pay of \$25.00 for name brand and \$15.00 for generic. The benefits described in this section shall accrue to the retired members of this unit.

The PBA agrees not to exercise the right to submit prescription co-pays to major medical for reimbursement.

5. Payment of health benefits by the employee.

All employees hired prior to January 1, 2011 shall pay 1.5% of base salary towards health benefits as mandated by the State of New Jersey. The amount of this payment shall not exceed 1.5% of their base salary and payments shall be deducted bi-weekly or monthly.

All employees hired after January 1, 2011 shall pay 1.5% of base salary towards health benefits as mandated by the State of New Jersey. The amount of this payment shall not exceed 1.5% of their base salary while in the *Academy Step, Class H, or Class G* pay grade. Once they become a *Class F* officer (or higher), they shall contribute an additional 1.5% of their base salary toward their health benefits, not to exceed a total of 3% of their base salary and payments shall be deducted bi-weekly or monthly.

ARTICLE XIV

COLLEGE DEGREES

1. Officers who obtain full criminal justice degrees shall receive a one time payment of \$400.00 payable within ninety (90) days of the award of said degree. Any active officer shall receive payment once upon receiving the degree.
2. Employees who obtain associate degrees (two years) shall receive a one time payment of \$200.00 payable within ninety (90) days of the award of said degree. Any active officer shall receive payment once upon receiving the degree.
3. Any recognition of increased benefits for similar educational purposes by Employer shall accrue to members of this bargaining unit.
4. These payments will be paid one time only when the degree is received and not at the beginning of each contract period. Those officers who already received one payment will not receive any additional payments.

ARTICLE XV

CLOTHING ALLOWANCE

1. The cost of initial clothing and equipment for a new hire shall be paid in full by the employer. If the Employer requires any changes to the uniform, it will pay for the first issue after the change is made. Newly hired officers shall not receive a clothing allowance during the calendar year in which they are hired. All other officers covered by this agreement shall be entitled to a uniform allowance to be paid as follows:

\$1540.00	April 1, 2011
\$1590.00	April 1, 2012
\$1640.00	April 1, 2013
\$1690.00	April 1, 2014

2. Bulletproof vests shall be replaced as necessary or at the manufacturer's notification.
3. The Employer agrees to pay for or replace any clothing and/or equipment including but not limited to, duty belt, belt gear, weapon holster previously supplied to the Employee which is damaged while on active duty or becomes unserviceable or in need of replacement. Such replacement shall be supported by a duly verified incident report or white sheet, attested to by a superior officer and supported by an appropriate replacement voucher. No such allowance shall be provided for clothing and/or equipment damaged or lost by misplacement or negligence of the Employee. The Employer will reimburse Employee up to \$100.00 for personal property damaged while in the line of duty. Plainclothes personnel who damage their clothing in the performance of their duty shall be compensated commensurate to the value of clothing worn, not to exceed the value of the comparable uniform replacement item.

ARTICLE XVI

LEGAL DEFENSE

1. While this Agreement makes no provision for or reference to the Employee's due process and other constitutional rights, failure to include a reference to or provision for said due process and other constitutional rights shall not be interpreted as a waiver of said rights on the part of the Employee.

2. Whenever any civil action is brought against any Employee covered by this Agreement for the Employee's reliance on a warrant executed by a judicial officer, the Borough of South Plainfield shall pay all costs of defending such action, if any, including attorney's fees, and shall pay any adverse judgment, save harmless, and protect such person from any financial loss resulting there from, provided the Employee's service of the warrant is done in a reasonable manner.

4. Employees may retain private counsel so long as the resulting legal fees and costs do not exceed the customary rates awarded by the governing body of the Borough of South Plainfield to its Borough Attorneys.

The effected Employee will be responsible for paying any difference that may result between the private counsel rate and the aforementioned customary rate.

ARTICLE XVII

SICK TIME

Sick time shall be based on N.J.S. Title 40A:14-137.

ARTICLE XVIII

HOLIDAYS

1. It is hereby agreed that the Employee shall be entitled to each day declared as a holiday by the Governor of the State of New Jersey and/or the Mayor and Council of the Borough of South Plainfield as the same may pertain to municipal Employees and any additional time off which shall be authorized by any executive or legislative order of federal, state or local government. An exception to this clause shall be when the Mayor and Council and/or the CEO decide to close borough offices early due to a snow emergency. In this case, only those officers scheduled to work on that date shall be compensated in time for the hours the borough was closed.

2. The Employer agrees to compensate each Employee eight (8) hours with compensatory time for each of the following holidays:
 - 1) New Year's Day
 - 2) Martin Luther King Day
 - 3) Washington's Birthday
 - 4) Lincoln's Birthday
 - 5) Good Friday
 - 6) Memorial Day
 - 7) Independence Day
 - 8) Columbus Day
 - 9) Veteran's Day
 - 10) General Election Day
 - 11) Thanksgiving Day
 - 12) Day after Thanksgiving
 - 13) Christmas Day
 - 14) Employee's Birthday

3. An employee is entitled to a compensatory day only when that Employee's work schedule requires the Employee to work on one of the above stated holidays. Otherwise, all Employees not at work on one or more of the above stated holidays is said to be utilizing the compensatory day off on the holiday except when said holiday falls on the Employee's scheduled day off.

ARTICLE XIX

PERSONAL DAYS

An employee shall be entitled to four (4) personal days in each calendar year of this contract, not to be accumulated. A personal day is defined as an eight (8) hour day.

ARTICLE XX

VACATION TIME

1. The Employee shall be allowed vacation time on an annual basis in accordance with the schedule below. Vacation time shall not be accumulated year to year except of the extent that emergency circumstances occurring toward the end of the calendar year shall preclude the Employee from utilizing this entitlement during such year. In such event, the unused portion of the vacation time may be carried over for one additional year. The provisions of this Article are intended to prevail, notwithstanding any conflict of same with other local ordinances regarding vacation time. A vacation day is defined as an eight (8) hour day.

2. Annual vacation leave with pay shall be granted as follows:
 - a. Starting patrolmen, after six months, to one year of service, one (1) working day vacation per month.
 - b. After completion of one year service, thirteen (13) days of vacation.
 - c. Upon completion of five years of service, eighteen (18) working days vacation.
 - d. Upon completion of ten years of service, twenty-three (23) working days vacation.
 - e. Upon completion of fifteen years of service, twenty-four (24) working days vacation.
 - f. Upon completion of twenty years of service, twenty-seven (27) working days vacation.
 - g. Upon completion of twenty-five years service, thirty (30) working days vacation.

ARTICLE XXI

FUNERAL LEAVE

1. The Employer agrees to grant an Employee a funeral leave with the full pay when a death occurs in the Employee's immediate family. "Immediate family" is defined as: spouse, children, parents, step parents, grandchildren, grandparents of the employee or employee's spouse. Employee's brother or sister any relative who continuously resided with the Employee for at least one year prior to death.
2. Funeral leave with pay shall not exceed five (5) working days. Approval for additional time off may be granted by the Chief of Police and Borough Administrator.
3. Employee shall be granted a leave not to exceed three (3) working days in the event of the death of a brother-in-law, sister-in-law of the employee, aunt, uncle, niece or nephew of the employee or the employee's spouse. Approval for additional time off may be granted by the Chief of Police and Borough Administrator.
4. In all cases, the Employer may request submission of proof.
5. Under this article only, a *working day* shall be defined as a normal working day for the officer, regardless of how many hours are in his/her normal tour of duty.

ARTICLE XXII

ENTIRE AGREEMENT CLAUSE

Unless otherwise expressly provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any Employee benefit existing prior to the effective date of this Agreement.

ARTICLE XXIII

SEVERABILITY

In the event of any federal or state legislation, governmental regulations or court decision which causes invalidation of any Article or Section of this Agreement, the same shall be construed as being severable and all other Articles and Sections not so invalidated shall remain in full force and effect.

ARTICLE XXIV

EFFECTIVE DATE AND TERMINATION CLAUSE

This Agreement shall be effective retroactively as of January 1, 2011 and shall continue in full force and effect from that date to and through December 31, 2014.

Honorable Matthew Anesh, Mayor

Patrolman Peter Magnani, President
PBA Local #100

Mr. Glenn Cullen, Administrator
Borough of South Plainfield

Patrolman Brian Iarrapino, Delegate
PBA Local #100