

RESOLUTION 205-391

AUTHORIZING THE MAYOR AND BOROUGH ADMINISTRATOR TO EXECUTE A CONTRACT BETWEEN THE BOROUGH OF SOUTH PLAINFIELD AND THE CHIEF OF POLICE

BE IT RESOLVED BY THE GOVERNING BODY OF THE BOROUGH OF SOUTH PLAINFIELD, NEW JERSEY, THAT:

authorization is hereby given for the Mayor and Borough Administrator to execute the employment contract between the Borough of South Plainfield and the Chief of Police for the term January 1, 2025 through December 31, 2029.

COUNCIL	MOTION	2 ND	AYES	NAYS	ABSTAIN	ABSENT	RECUSE
Councilman Bengivenga		X	X				
Councilwoman Faustini			X				
Councilwoman Mott	X		X				
Councilman Smith						X	
Councilman Wolak			X				
Council President White			X				
			5	0			
Mayor Anesh – TIE ONLY							

I do hereby certify that the foregoing is a true and exact copy
of a Resolution adopted by the Mayor and Borough Council of
South Plainfield Borough on December 22, 2025

Amy Antonides

Amy Antonides, RMC/CMC/CMR
Municipal Clerk – South Plainfield Borough

AGREEMENT

-BETWEEN-

Borough of South Plainfield

-AND-

Chief of Police

January 1, 2025, through December 31, 2029

PREPARED BY:

Chief Peter J. Papa

This agreement, entered into on this 5th day of January ²⁰²⁰~~2025~~, by and between the Borough of South Plainfield, in the County of Middlesex, New Jersey (hereinafter referred to as "the Borough") and Peter J. Papa hereinafter referred to as (Chief of Police hereby establishes the following terms and conditions of employment for the position of Chief of Police. This agreement represents the complete and final understanding on all bargaining issues between the Borough and Chief Papa is to be effective as of January 1, 2025.

Article I

Management Rights

The Borough hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by laws and Constitution of the State of New Jersey and of the United States, except those limited by the specific and express terms of this agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

Article II

Responsibilities of the Chief of Police

1. Pursuant to state law, the Ordinances of the Borough and the regulations and policies established by the Borough of South Plainfield, the responsibilities of the Chief of Police shall include the responsibility to:

- a) conduct and manage the day-to-day operations of the Police Department;
- b) administer and enforce rules, regulations, and special emergency directives regarding the disposition and discipline of the police force, its officers, and personnel;
- c) have, exercise and discharge the functions, powers and duties of the police force;
- d) delegate such authority as he may deem necessary for the efficient operation of the force to be exercised under direction and supervision;
- e) prescribe the duties and assignments of all subordinates and other personnel; and
- f) report as directed to the Public Safety Committee or borough administrator concerning the operation of the police force.

Article III

Workweek

1. The Chief shall spend sufficient time at his job to ensure the smooth and responsible operation of the Police Department over which he has supervisory control. The Chief shall be scheduled for forty (40) hours per week.
2. The Chief's primary hours will be during the day, but he may adjust them to meet the needs of the agency and the Borough.
3. Any hours the Chief is required to work above forty (40) hours per week, may be adjusted/taken off at a later day, within the same pay period, with notice and approval of the Business Administrator.

Article IV

Use of Borough Vehicle

1. The Borough agrees to supply the Chief with unmarked police equipped SUV to be used for police work and for his de minimis personal use, within the confines of New Jersey and its contiguous States, or as additionally approved by the Business Administrator. The make and model shall be determined by the Borough. The business administrator shall be notified any time the vehicle is to be taken out of state.
2. The Borough shall pay all expenses for the operation and upkeep of the automobile, such as car insurance, tires, gas, oil changes, and any other necessary repairs.
3. The automobile shall not be used by anyone other than the Chief, except that he may designate other members of the Police Department, as appropriate, to use the vehicle for a designated police purpose. At no time shall any person who is not a member of the Police Department be transported in the vehicle while responding to a call for service or an emergency.

Article V
Rate of Pay

1. The Chief shall receive salary based on the below table.
2. The Chief shall always maintain a minimum of 12% pay differential between the rank of Chief and the next lowest rank in the organization.
3. The Chief shall receive longevity payments to be included in his pensionable salary at a rate of 8% for the duration of the contract as long as the Chief was hired by the Borough prior to 2011.
4. Annual salary increases for the Chief shall be effective on the 1st of each calendar year for the duration of this contract. Annual salary increases shall be equal to the highest annual percentage provided to all other Union Contracts of the Borough of South Plainfield or 3%, whichever is greater.

Position	2025	2026	2027	2028	2029
Chief of Police	\$215,932	\$222,410	\$229,082	\$235,955	\$243,033

Article VI
Educational Programs/Law Enforcement
Conferences/College Degrees

1. Subject to sufficient funds in the budget, the Chief shall be permitted to attend and be compensated for, at their regular salary, any school, seminar, or retraining session conducted or sponsored by the International Association of Chiefs of Police, New Jersey State Association of Chiefs of Police, New Jersey State Police, Federal Bureau of Investigation, or any other educational program of a management or supervisory nature at the Chief's discretion including out of State conferences and/or training. All expenses, such as travel, room, food, tuition, special clothing, books, or any other charges connected with the educational program shall be borne by the Borough. All preliminary expenses shall be submitted to the Business Administrator for pre-approval before the school, seminar, or retraining session. Such pre-approval shall not be unreasonably denied.
2. Subject to sufficient funds in the budget, the Borough shall grant time off, including travel time, and pay all associated and reasonable expenses for the Chief to attend the annual New Jersey State Association of Chiefs of Police Conference, the annual International Association of Chiefs of Police Conference, and the annual FBI National Academy Associates Conferences. If the Chief attends a conference at the Borough's expense, he shall provide the Borough with proof of expenses for attending such conference, by way of receipts or vouchers for reimbursement if required. All preliminary expenses shall be submitted to the Business Administrator for pre-approval before the conference. Such pre-approval shall not be unreasonably denied.

3. The Borough agrees to grant time off and pay all expenses incurred by the Chief attending any meeting related to professional law enforcement organizations related to their position as Chief. In the event any such meeting occurs outside of New Jersey, the Chief shall advise the Business Administrator if it does not compromise a confidential law enforcement matter. All expenses shall be submitted to the Business Administrator for pre-approval before the meeting. Such pre-approval shall not be unreasonably denied.
4. The Borough also agrees to pay for the Chief's dues for membership in the Middlesex County Association of Chiefs of Police, the New Jersey State Association of Chiefs of Police, the International Association of Chiefs of Police, FBI National Academy Associates, and the FBI Law Enforcement Executive Development Association.
5. Subject to sufficient funds in the budget, and approval by the Borough Administrator, the Chief shall receive \$2,000 per semester if enrolled in criminal justice, public administration, or other related degree/certification program upon completion of said semester or program. This request shall not be unreasonably denied.
 - A. Payment shall be made within (90) days of completion of said course.
 - B. A minimum of a "B" average must be maintained to be eligible for said payment.

Article VII

Entitlement on Account of Death or Permanent Disability

To the extent permitted by law, the Borough will pay a sum equivalent to six (6) calendar months of pay to the family of the Chief if he should die or is permanently disabled, as the result of injuries sustained in the line of duty. Such payments shall be in addition to any other benefit payable to his family. The Borough shall not be obligated to make any such payment as herein above provided if the death or injury was 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 Borough's payments shall not exceed a sum equivalent to six (6) calendar months' pay.

Article VIII

Clothing Allowance

Chief Papa shall be entitled to a uniform allowance according to the schedule below. The uniform allowance shall be incorporated into the weekly salary and shall be adjusted annually according to the following schedule:

2025	2026	2027	2028	2029
\$3,150	\$3,300	\$3,450	\$3,600	\$3,750

Article IX
Legal Defense

1. While this Agreement makes no provision for or reference to the Chief'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 an Employee covered by this Agreement for the Employee's reliance on a warrant executed by a judicial officer, the Borough of South Plainfield shall incur all costs of defending such action, if any, including attorney's fee, and shall pay any adverse judgement, save harmless, and protect such person from any financial loss resulting therefrom, provided the Employee's service of the warrant is done in a reasonable manner.
3. Employees may retain private counsel so long as the resulting legal fee and costs do not exceed the customary rates awarded by the governing body of the Employer 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 X
Sick Time

Sick time shall be based on NJS Title 40A:14-137, and the contract between the Borough of South Plainfield and PBA Local #100.

Article XI
Funeral Leave

1. The Employer agrees to grant the Chief a funeral leave with the full pay when a death occurs in his immediate family. The Chief immediate family includes spouse, children, grandchildren, siblings, parents, and spouse's children, grandchildren, siblings, and parents. This provision also applies for 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 Borough Administrator.

3. The Chief 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 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 tour of duty.

Article XII

Holidays

1. It is hereby agreed that the Chief 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 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 Borough agrees to compensate the Chief 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. Juneteenth
 8. Independence Day
 9. Columbus Day
 10. Veteran's Day
 11. General Election Day
 12. Thanksgiving Day
 13. Day after Thanksgiving
 14. Christmas Day
 15. 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.

4. Chief Papa shall be entitled to Holiday Pay according to the schedule below. Said Holiday Pay shall be incorporated into the weekly salary and shall be adjusted annually according to the following schedule:

2025	2026	2027	2028	2029
\$5,525	\$5,675	\$5,825	\$5,975	\$6,125

Article XIII
Personal Days

The Chief 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 XIV
Vacation Time

1. The Chief shall be allowed vacation time on an annual basis. Any unused vacation time may be carried over to the following year to a maximum of one year's worth of vacation time. A vacation day is defined as an eight (8) hour day.
 - a. Each year, the Chief will receive twenty-eight (28) working days' vacation.
 - b. Upon completion of twenty-five years of the service, the Chief will receive 30 working day vacation.

Article XV
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.

The Chief shall be entitled to any and all health care benefits in accordance with the terms of this contract and the contract between the Borough of South Plainfield and the PBASO # 100 Superior Officers.

If there is a difference between any benefit received in the terms of this contract and the contract between the Borough of South Plainfield and PBASO # 100 Superior Officers, the Chief shall receive the higher benefit.

Upon retirement, the Chief shall be entitled to all benefits granted in accordance with the terms of this contract.

2. Health Insurance Co-Pays:

The Chief will pay health insurance co-pays during the term of this contract according to the following chart.

Primary:	\$10.00
Urgent Care:	\$15.00
Specialist:	\$15.00
Emergency Room:	\$125.00

Emergency Room visits are excluded from the out-of-pocket max calculation.

In-network out of pocket max: \$1,200 family.

Upon retirement the Chief shall pay the medical co-pays for any of the above services.

3. Dental Plan:

The Employer will provide a dental care program equal or greater than that referred to as "The Delta Dental Plan" with coverage being 100% and a zero deductible on Preventive 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 \$3,000. Calendar year maximum per patient for the duration of this contract shall be \$3,000. This benefit shall continue into retirement.

4. Optical Plan:

The Employer agrees to provide an annual eye examination and prescription eyeglasses or contact lens, for each Employee. The cost to the Employer for the annual eye examination shall be no more than \$100 per year and the cost to the Employer, for the prescription eyeglasses or contact lens shall be \$550 for the duration of this contract. This benefit shall be transferable to a family member. This benefit shall continue into retirement.

5. 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. Effective upon the full execution of this Agreement by both parties, the following chart shall be utilized for prescription co-pays and three (3) month mail in orders. The benefits described in this section shall accrue to the retired members of this unit.

Name Brand:	\$30.00
Generic:	\$15.00
Mail-in (name brand):	\$40.00
Mail-in (Generic):	\$30.00

Chief Papa agrees not to exercise the right to submit prescription co-pays to major

medical for reimbursement.

6. Health Care Contributions

Effective January 1st, 2024, annual percentage contributions toward the cost of health care coverage, calculated in accordance with each employee's salary, shall be as set forth in the attached chart. Such annual percentage contributions shall be calculated or otherwise applied to the respective annual premium for each plan provided and shall not exceed the 2024 premiums for each plan.

No later than the fifth business day of January each calendar year of this contract, the Boro of South Plainfield and/or the medical insurance broker, shall provide the PBA with the employee medical contribution chart in which each employee's medical contributions are based.

See Health Insurance Contribution Grid below:

BOROUGH OF SOUTH PLAINFIELD
PBA HEALTH INSURANCE GRID
PPO&DIRECT ACCESS

2024 PREMIUM \$43,075

SINGLE

Salary \$95,000 +

2025%	2025\$	2026%	2026\$	2027%	2027\$	2028%	2028\$	2029%	2029\$
9.38%	\$4,040.44	10.31%	\$4,441.03	11.34%	\$4,884.71	12.48%	\$5,375.76	13.73%	\$5,914.20

Member/Spouse or Member/Child

Salary \$95,000 +

2025%	2025\$	2026%	2026\$	2027%	2027\$	2028%	2028\$	2029%	2029\$
15.63%	\$6,732.62	17.19%	\$7,404.59	18.91%	\$8,145.48	20.80%	\$8,959.60	22.86%	\$9,846.95

Family

Salary \$95,000 +

2025%	2025\$	2026%	2026\$	2027%	2027\$	2028%	2028\$	2029%	2029\$
20.75%	\$8,938.06	22.83%	\$9,834.02	25.11%	\$10,816.13	27.62%	\$11,897.32	30.33%	\$13,064.65

*For 2025 there shall be a charge of \$1750 against any retroactive pay owed to the Chief and the current contribution rate of \$5500 shall continue until 12/31/2025

Article XVI
Retirement/Retirement Benefits

The Chief shall be entitled to any and all health care benefits in accordance with the terms of this contract.

1. The Chief shall receive upon retirement in good standing, upon the completion of 25 years of credible service in the PFRS and at least 15 years of actual service with the 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. During the six months following retirement the Chief shall be available for consultative/advisory services specifically to assist with the orderly transition of his duties at mutually acceptable dates and times.
3. The Borough agrees that subsequent to retirement, the Chief will continue to have the same Professional Liability Insurance protection that existed during his active employment for defense and indemnification in the event that a claim is made as to acts or omissions in his official position during active employment.
4. The Borough agrees that if it or any of its agents requests that the Chief, after his retirement, attend hearings or hearing preparation or supply information on actions taken by him while he was employed by the Borough. The Chief will be compensated for the time spent on such matters. Compensation will be negotiated with the Borough based on the fair and equitable market value of a Police Chief's time concerning such matters.
5. In addition to the above stated benefits, the Chief upon 25 years creditable service in the PFRS and 15 years of actual service with the employer, or retirement on a disability pension, and his dependents as defined in the applicable policies at the time of retirement, shall be entitled to receive health insurance, vision, prescription, and dental (as set forth in Article XV) paid by the Employer.

Any dispute regarding this coverage shall be heard by the Public Safety Committee.

6. Surviving spouse clause enacted September 9, 1984 by the Borough of South Plainfield shall apply to this Article, copy of the Resolution is attached (see Rider A).

7. 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 officer 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.
8. The Chief shall not contribute to Health Insurance premiums upon retirement

Article XVII

Continuation of Benefits not covered by this Agreement

All employment conditions not covered by this agreement shall continue to be governed, controlled, and interpreted by reference to either the Borough Ordinances, or Rules and Regulations of the Police Department for the Borough, and any present or past benefits which the Chief of Police customarily enjoys, but that have not been specifically included in this agreement, shall be continued.

Article XVIII
Entire Agreement Clause

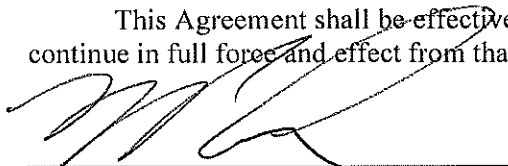
Unless otherwise expressly provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any Employee benefit existing prior to the effective date of this Agreement.

Article XIX
Severability

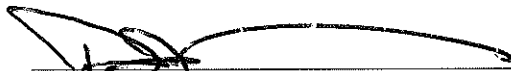
In the event of any federal or state legislation, governmental regulations or court decision which causes invalidation of any Article or Section of this Agreement, the same shall be construed as being severable and all other Articles and Sections not so invalidated shall remain in full force effect.

Article XX
Effective Date and Termination Clause

This Agreement shall be effective retroactively as of January 1st, 2025, and shall continue in full force and effect from that date to and through December 31st, 2029.



Honorable Matthew P. Anesh, Mayor

Glenn Cullen, B.A/ C.F.O.
The Borough of South Plainfield

Chief Peter J. Papa