

RESOLUTION 24-166

AUTHORIZING THE MAYOR TO EXECUTE THE COLLECTIVE BARGAINING AGREEMENT WITH THE PROFESSIONAL MANAGER'S ASSOCIATION FOR THE PERIOD OF JANUARY 1, 2024, TO DECEMBER 31, 2028

BE IT RESOLVED that authorization is hereby given by the Borough Council of the Borough of South Plainfield for the Mayor, Borough Administrator, and/or Municipal Clerk to execute the Professional Manager's Association collective bargaining agreement for the period of January 1, 2024 to December 31, 2028.

COUNCIL	MOTION	2 ND	AYES	NAYS	ABSTAIN	ABSENT	RECUSE
Councilwoman Faustini		X	X				
Councilwoman Mott			X				
Councilman Smith	X		X				
Councilman White			X				
Councilman Wolak						X	
Council President Bengivenga			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 April 15, 2024

Amy Antonides

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

**SOUTH PLAINFIELD PROFESSIONAL
MANAGER'S ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT
2024-2028**

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PREAMBLE

This AGREEMENT, made and entered into by and between the **Borough of South Plainfield**, a municipal corporation of the State of New Jersey (hereinafter referred to as the "EMPLOYER" or "BOROUGH"), and the **South Plainfield Professional Managers Association (S.P.P.M.A.)** (hereinafter referred to as the "EMPLOYEE" or "ASSOCIATION") is to be effective as of January 1, 2024.

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

ARTICLE I—RECOGNITION

1. The Employer does hereby recognize the **South Plainfield Professional Managers Association** as the sole and exclusive representative for collective negotiations with respect to terms and conditions of employment as permitted by law.

2. All full time employees with the following positions/titles fall under this contract:

Fire Official
Superintendent of Public Works/Borough Engineer
Construction Official
Tax Assessor
Court Administrator
Director of Recreation
Director of Office on Aging
Deputy Municipal Department Head
Supervisor of recycling operations this is a non-exempt employee

3. The following employees did not negotiate with this unit but shall follow this contract: all Managerial Executives, Confidential Employees (non-exempt employees), Borough Clerk, C.F.O. and Borough Administrator.

ARTICLE II DURATION OF AGREEMENT

This Agreement entered into on this ____ day of ____, 2024 shall be in full force and effective retroactively from January 1, 2024 through December 31, 2028, or until such time as a successor agreement is entered into.

Negotiations for a successor Agreement shall commence no later than July 1, 2028.

ARTICLE III — NEGOTIATION PROCEDURE

1. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Public Employment Relations Commission (P.E.R.C.) rules and regulations, in a good faith effort to reach an Agreement. The parties shall commence negotiations not later than July 1st, of the last year of this Agreement.
2. The Employer and the Employee mutually pledge that their Representatives shall have the authority to make proposals, consider proposals, and make counter proposals in the course of negotiations. Any Agreement arrived at by the negotiation representatives will be submitted to the Borough Council and the members of the **South Plainfield Professional Manager's Association**, for ratification, decision or vote. Any Agreement of the parties shall be reduced to writing and shall become the contractual Agreement.
3. No changes will be made unilaterally in any negotiated terms and conditions of employment except as specified in this Agreement and under law.
4. Negotiations will be held at times and locations convenient to both parties.
5. Contract proposals should be made to the Administration, Finance & Public Information Committee or such other committee or entity as directed by the Mayor and Council prior to July 1st of the ending year of this contract.

ARTICLE IV — EMPLOYER RIGHTS

The Borough of South Plainfield hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon or 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 not limiting the generality or foregoing the following rights:

1. The executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.
2. Unless lawfully vested in another authority, the Employer has the right to make rules of procedure and conduct, to use improved methods and equipment as well as duties to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.

4. Nothing herein contained shall be intended to abrogate, modify or in any way conflict with any rights available to the Employer and/or the Employee under the provisions of the New Jersey Employer-Employee Relations Act.

ARTICLE V — EMPLOYEE RIGHTS

1. Pursuant to Chapter 123, Public Laws 1974 of the State of New Jersey, the Borough hereby agrees that all eligible employees (as noted in ARTICLE I, RECOGNITION, Section 3.) shall have the right to freely organize, join and support the **South Plainfield Professional Manager's Association** for the purpose of engaging in collective negotiations.

ARTICLE VI — ASSOCIATION RIGHTS (S.P.P.M.A.)

1. Upon due and proper notice, an authorized agent/representative of the Employee shall have access to the Employer's records during working hours, at times of mutual convenience, for the purpose of resolving disputes or investigating complaints as long as there is no interruption of the Employer's working facility or schedule and so long as said information is not considered confidential or privileged. It is expressly understood that any employee will not be allowed time off for this purpose but shall be entitled to access during non-working hours.

2. Collection of Dues:

A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement dues for the **South Plainfield Professional Manager's Association**. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9(E), as amended. Paid money, along with any records of collections, shall be transmitted after each pay period.

B. The amount of annual dues shall be certified each year in the month of January with the appropriate Borough office. The Borough agrees to adjust the amount of dues deducted from each employee, commencing with the January pay period, at the newly certified rate.

C. The Borough shall be provided with the appropriate dues deduction authorization form by the Association. The Borough further agrees to honor any new employee and/or any new member upon written notice by the Association.

3. The Association shall have reasonable use of one (1) bulletin board to be located in the Municipal Building for use by the Association. Posting of information, notices and other activities on this bulletin board must pertain to Association business and be

approved by the Association President. The Administrator shall have the right to object to any information posted on the bulletin board located in the Municipal Building and request that any controversial information be removed from that bulletin board. If the Association refuses to remove the alleged controversial information, a prompt meeting shall be set between the Association and the Borough and the information shall be removed pending determination to be reached at that meeting.

4. The Association shall have reasonable use of Municipal facilities for its meetings with approval of the Administrator or the Administrator's designee. Such approval shall not be unreasonably withheld. Such meetings will not obstruct the Borough's ability to conduct business.

ARTICLE VII—GRIEVANCE PROCEDURE

Any grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any dispute between the parties involving interpretation or application of any provision of this agreement as permitted by New Jersey Employer-Employee Relations Act. (N.J.S.A. 34:13A).

An aggrieved Employee shall present his/her grievance in writing within twenty (20) working days of its occurrence or such grievance will be deemed waived.

In the event of such grievance, the steps hereafter set forth shall be as follows:

Step 1. The Employee and the chosen representative of the Association or the Employee individually but in the presence of a representative shall take up the complaint with the Administrator. In the event that the complaint is not satisfactorily settled within Fifteen (15) working days, the Employee or the representative of the Association may forward the grievance to the next step in the procedure. Failure to respond within 15 working days shall be considered a denial.

Step 2. If the decision of the Administrator is not accepted, the grievance may be forwarded in writing to the Mayor and Council within fifteen (15) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Mayor and Council shall respond to the grievance within thirty (30) working days of the submission. Failure to respond within 30 working days shall be considered a denial.

Step 3. The Association representatives and the Employer representative shall meet to discuss the grievance within seven (7) working days of the completion of the previous step. In the event of failure to reach a satisfactory adjustment of the grievance within fifteen (15) working days of such meeting, the grievance may be taken to mediation by either party upon notice to the other party. A request for mediation must be filed within 30 working days of the expiration of the grievance period. A failure to respond within the time period

designated in each step shall be interpreted as a denial of the grievance and the time period for the following step shall commence as of that date.

If, in any of the foregoing steps either party fails to carry out the procedure involved in these steps, only the Association or the Employer may request mediation.

The provisions contained in this guide are subject to and controlled by the provisions of any statute, ordinance, rule or regulation of the Civil Service Commission.

ARTICLE VIII — MEDIATION

A grievance shall be limited to interpretation or application of any provision of this Agreement. Either party may apply, to the New Jersey State Board of Mediation for the appointment of a mediator.

ARTICLE IX HOLIDAYS

1. The Employer agrees to pay each employee a full day's pay without working for each holiday as set forth by the Mayor and Council on an annual basis. For calendar year 2024 through 2028 those days shall be as follows:

New Year's Day Martin Luther King Day Lincoln's Birthday Washington's Birthday Good Friday Memorial Day Juneteenth	Independence Day Labor Day Columbus Day Veteran's Day Thanksgiving Day The Day after Thanksgiving Christmas Day Election Day Presidential
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2. Any holiday which falls on Saturday shall be celebrated the preceding Friday. Any holiday which falls on Sunday shall be celebrated the following Monday.

3. Any day designated by the Governor of the State of New Jersey or the President of the United States as a designated holiday will also be observed by the Borough.

4. In the event a holiday named in the Agreement or a holiday authorized by executive or legislative order of Federal, State or Local Government falls during an Employee's vacation period, said employee shall receive an additional vacation day credited to their time.

5. For all non-exempt employees only: All hours spent in service of the employer, related to their job title, on any holiday shall be paid at time and one-half (1.5) in addition to seven (7) hours straight time holiday pay or (8) hours straight time holiday pay depending on the employees work schedule. Employee shall be paid a minimum of 3 hours of overtime.

ARTICLE X — VACATION

Vacation days will be credited at the beginning of each calendar year starting on the first full year of employment.

employees shall receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half (1/2) working day if they begin on the 9th through the 23rd day of the month. After the initial month of employment, and up to the end of the first calendar year, these new employees shall receive one (1) working day for each month of service.

Employees shall be entitled to paid vacation as follows: Vacation leave is credited in advance at the beginning of the calendar year in anticipation of continued employment. An increase in vacation leave shall be granted at the beginning of the calendar year in which the years of service requirement will be met. Vacation is an accrued benefit based on the following schedule:

1.

On commencement of one (1) year	On	15 days with pay
commencement of Eight (8) years	On	19 days with pay
commencement of Sixteen (16) years	On	23 days with pay
commencement of twenty (20) years	On	25 days with pay
commencement of twenty-five (25) years	On	one day for each year
		of service, 30
		maximum

2. Employees will submit their request for vacation to the Administrator no less than 48 hours notice for two days, a single day or half vacation day and shall be subject to the approval of the Borough Administrator. Employees will provide 2 weeks notice for 3 or more consecutive vacation days and shall be subject to the approval of the Borough Administrator. In the event that there is a conflict with multiple people wanting to take vacation on the same week, preference will be given to the individual who submitted their request first. It is up to each Department Head to ensure that adequate coverage exists in their respective departments when they are on vacation.

3. In charging an Employee with vacation, the smallest unit to be considered shall be 3.5 hours.

4. Vacation carry over is in accordance with state law and employees are allowed to carry over up to one years' worth of vacation.

ARTICLE XI — PERSONAL DAYS

All Employees will be entitled to receive four (4) Personal Days each calendar year. These are

to be used during the same calendar year and cannot be carried over into the following year. Except in the case of an emergency, the Employee will notify the Administrator a minimum of 24 hours in advance when taking a Personal Day. Personal days may be used in half (1/2) day increments.

If no personal days are used in a calendar year, employee shall be paid out one personal day at their current daily rate.

ARTICLE XII — SICK LEAVE

(a) Sick leave is hereby defined to mean absence from post or duty because of illness, which makes it impossible for the employee to perform the duties of his/her position, accident or exposure to a contagious disease requiring isolation, or attendance upon a member of the employee's immediate family in his /her household who requires care. The employee may request sick leave for family residing outside of the home; approval by the department head shall not be unreasonably denied.

(b) Full-time employees shall be entitled to a minimum of annual paid sick leave as follows:

1. New employees shall only receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month.

2. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one 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 15 working days.

(c) Part-time and 10-month employees shall be entitled to a proportionate amount of paid sick leave.

(d) Paid sick days shall not accrue during a leave of absence without pay or suspension but shall continue to accrue during a voluntary furlough or furlough extension leave.

- (e) Sick leave credits shall not accrue after an employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.
- (f) 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.
- (g) Unused sick leave shall accumulate from year to year without limit.
- (h) If Sick leave is taken in conjunction with any Borough Holiday or Vacation Day, administration may request a doctors note.
- (i) In charging an Employee with sick leave, the smallest unit to be considered for scheduled time shall be one-hour.
- (j) When the Employee has been absent for a period of more than three (3) consecutive workdays, the department head or Business Administrator may request the Employee to furnish medical certification by a Physician verifying the Employee's condition or submit to an examination at the direction of the department head or Business Administrator a physician at the expense of the Borough, or may be required to do both. Failure to provide the certification will result in the absence being disapproved. Abuse of sick leave may be cause for disciplinary action.
- (k) Pursuant to New Jersey statute, N.J.S.A. 11A:6-19.2, compensation for unused sick leave shall be capped. Pursuant to such statute, notwithstanding any law, rule or regulation to the contrary, a political subdivision of the State, which includes the Borough, that has adopted the provisions of Title 11A of the New Jersey Statutes, shall not pay supplemental compensation to any officer or employee for accumulated unused sick leave in an amount in excess of \$15,000.00. Supplemental compensation shall be payable only at the time of retirement from a State-administered or locally-administered retirement system based on the leave credited on the date of retirement. This provision shall apply only to officers and employees who commence service with the political subdivision of the State on or after the effective date of the 2010 and 2007 laws.
- (l) In the event that the Employee uses all their available sick time and must be absent, the Employee must contact the borough Administrator to determine the appropriate course of action. The Employee may be granted a special leave of absence without pay at the discretion of the Mayor and Council. A request for leave without pay must be made in writing to the Borough Administrator and such leave may be granted for a period not to exceed six (6) months. The matter must be approved by the Mayor and Council.

- (m) Sick leave due to injury received on the job shall not be charged against the Employee's sick time account. However, statutory limitation of one (1) year will be strictly adhered to.

ARTICLE XIII JURY DUTY LEAVE

When an Employee is called for Jury Duty, the Employee will be supplemented in an amount necessary to equate to full pay during the period of Jury Duty upon proper presentation of evidence of jury service. If during Jury Duty, for any given reason, the Employee has been excused, or if there is no court scheduled for any given day, an Employee is expected to report to work. If an Employee does not report to work, they will be charged for a vacation day.

ARTICLE XIV — MATERNITY AND PATERNITY LEAVE

1. Female Employees shall be allowed to use accrued sick time and vacation time for maternity leave. When accrued vacation and sick time has been depleted, the Employee may request additional leave without pay for up to six (6) months with the approval of the Administrator.

2. Nothing herein contained shall be intended to abrogate, modify or in any way conflict with any rights available to the Employer and/or the Employee under the provisions of the "Family Leave Act."

ARTICLE XV — LEAVE OF ABSENCE WITHOUT PAY

Members of this Association may apply to the Mayor and Council for an unpaid Leave of Absence as may be provided for in any Civil Service rule or regulation, State of New Jersey and/or Federal law. The Mayor and Council reserve the right to make a final determination of leave.

ARTICLE XVI — FUNERAL LEAVE

Employees shall be granted up to five (5) days to attend or make arrangements for a funeral of a deceased member of the Employee's immediate family. The immediate family is defined as spouse, child, mother, father, brother or sister. Employees shall be granted three (3) days to attend or make arrangements for other family members defined as mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, aunt, uncle or relative residing in Employee's home. This time shall not be charged against the Employee's sick or vacation time. If additional time is needed, approval may be granted by the Borough Administrator and the time will be charged against sick or vacation.

ARTICLE XVII — MILITARY LEAVE

Any Employee who is a member of the National Guard or Reserves and is required to undergo field training will be granted leave and their National Guard pay will be supplemented in an amount necessary to equate to full pay during active leave. This leave will be in addition to normal sick and vacation time.

ARTICLE XVIII — UNIFORM ALLOWANCE

The Borough will pay a total of \$950 per year, which shall be included in the employees base salary , for the purchase of uniforms for the Fire Official, Superintendent of Public Works, Supervisor of Recycling Operations, Construction Official, non-contractual-Full-Time Sub-code officials, Tax Assessor, Zoning Officer and Deputy Municipal Department Head- DPW. Employees will be responsible for purchase of their own uniforms.

ARTICLE XIX — INSURANCE/BENEFITS PROGRAM

The Employer shall provide the Employee the following Insurance and Fringe Benefits, which are in addition to bi-weekly pay.

A. HEALTH INSURANCE: The Parties agree that the employer will maintain and the employees will contribute to the current level of Health, dental and eye insurance benefits to include dependent coverage in accordance with Appendix H. NJ State Statue Chapter 78 provides that anyone who had 20 years of service or more as of 6/28/2011 is exempt from having to contribute towards the cost of health benefit costs upon their retirement. If the Borough exercises its right to change insurance carriers or self-insure, benefit levels shall be equal to or better than the current benefit levels.

"Wellness care" for an annual physical for the Employee and all covered family members.

The annual deductible is \$200.00 cumulative.

B. DOCTOR VISIT CO-PAYMENTS: The Employer shall extend to the employee and eligible dependents a Health plan with the following provisions:

PPO Plan Co-Pays

1. \$10 Primary Care Visit
2. \$15 Urgent Care Visit

3. \$25 Specialist
4. \$125 Emergency Room

Direct Access Plan Co-Pays

1. \$15 Primary Care Visit
2. \$25 Urgent Care Visit
3. \$25 Specialist
4. \$125 Emergency Room

C. PRESCRIPTION PLAN: The Employer shall extend to the employee and eligible dependents a prescription plan with the following provisions:

1. \$30 co-pay for brand name drugs.
2. \$20 co-pay for generic substitute drugs.
3. Mail In \$40 brand name/\$30 Generic

D. OPTICAL PLAN: The Employer agrees to provide an eye examination for each Employee together with prescription eyeglasses every year. The combined cost to the Employer for the eye examination and for the prescription eyeglasses or lenses shall be \$450 in 2024 and shall increase \$50 per year for the duration of this contract. The benefit may not be carried over from year to year. The Employee can use the allotment for a family member if the Employee chooses. Lost or damaged eyeglasses or lenses will be replaced at full value if damage or loss occurred on the job, exclusive of loss or damage caused by the negligence of the employee.

E. DENTAL PLAN: The Employer will provide a dental care program equal or greater than that referred to as 'The Current Dental Plan' with 80%-20% coverage. The Employee shall receive 100% coverage for twice-annual examinations, cleaning and x-rays if required. All other coverage will be at 80% or better as per the current plan. The annual maximum will be \$2800 per individual in 2024, \$2850 per individual in 2025, \$2950 per individual in 2026, \$3050 per individual in 2027, \$3150 per individual in 2028. The Lifetime Orthodontic maximum is \$1,700 per individual.

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

G. Employees Contribution towards Health Care will follow revised Appendix H.

H. If Employee opts out of insurance they shall be reimbursed in the amount which shall not exceed 25% or \$5,000, whichever is less, of the amount saved by the municipality.

ARTICLE XX — RETIREMENT BENEFITS

Employees enrolled in the Public Employee Retirement System, (P.E.R.S.) are subject to the

benefits, requirements and provisions of those plans in addition to the following Borough benefits relating to accumulated sick and vacation day compensation.

1. All Employees who plan to retire from Municipal employment must submit a letter of resignation to the Mayor and Council a year in advance so that the governing body may make the necessary arrangements for compensation of accrued time, plan for your replacement and begin training of the replacement. Shorter notice may be given in unusual circumstances if determined by the Borough.

2. As stated in the area of sick leave, you may accumulate up to 180 days of sick time during your employment with the Borough. At your retirement, you will be compensated at your current rate of pay for the time accrued. Vacation days shall be prorated on a monthly basis up to the date of retirement (current year).

3. It shall be the exclusive choice of the retiring Employee to choose payment for accumulated sick and vacation days (as determined by and in accordance with Borough Ordinances #872, #890 and #1466 or NJ State Statute). The Employee may choose to receive the payment in bi-weekly payroll checks or a lump sum payroll check at the most current rate of pay. If the Employee chooses to receive payment in bi-weekly payroll checks any holidays or other days that the Borough is closed shall not count in the calculation of days owed.

4. Pursuant to New Jersey statute, N.J.S.A. 11A:6-19.2, compensation for unused sick leave shall be capped. Pursuant to such statute, notwithstanding any law, rule or regulation to the contrary, a political subdivision of the State, which includes the Borough, that has adopted the provisions of Title 11A of the New Jersey Statutes, shall not pay supplemental compensation to any officer or employee for accumulated unused sick leave in an amount in excess of \$15,000.00. Supplemental compensation shall be payable only at the time of retirement from a State-administered or locally-administered retirement system based on the leave credited on the date of retirement. This provision shall apply only to officers and employees who commence service with the political subdivision of the State on or after the effective date of the 2007 and 2010 laws.

5. Upon retirement, all benefits listed in ARTICLE XIX will be continued by the Employer as follows:

A. Who have retired on a disability pension; or

B. For employees hired before 1/1/2024 and Who have retired after twenty-five (25) years or more of service credit in a State or locally administered retirement system, including five (5) years or more of service with the Borough at the time of retirement for employee, spouse and dependents and for employees hired after 1/1/2024 and who have retired after twenty-five (25) years or more of service credit in a state or locally administered retirement system, including ten (10) years or more of service with the borough at the time of retirement for employee, spouse and dependents; or

C. Who have retired and reached the age of sixty-two and a half (62 1/2) years and have twenty (20) years or more of service credit in a State or locally administered retirement system, including twenty (20) years or more of service to the Borough at the time of retirement for employee, spouse and dependents; or

D. Who have retired and reached the age of sixty-two and a half (62 1/2) years and who have provided fifteen (15) years or more of service credit in a State or locally administered retirement system, including ten (10) years of service or more of service to the Borough at the time of retirement for Employee and spouse only.

E. The Borough agrees to notify the Union, in writing, of any change(s) to the current form of payment of the supplemental rate and/or plan to the retiree.

F. At age 65, Medicare becomes the primary carrier, and the Borough will pay the supplemental rate.

6. Employees retiring while this contract is in affect shall continue to receive these retirement benefits or better throughout their retirement

7. Employees shall pay per year, upon retirement, 1.5 % of annual pension for single coverage, 2% of annual pension for Member/Spouse and 2.5% of pension for Family coverage towards Health Benefits. NJ State Statue Chapter 78 provides that anyone who had 20 years of service or more as of 6/28/2011 is exempt from having to contribute towards the cost of health benefit costs upon their retirement. Prescription Co-Pays shall be \$20 for brand name drugs, \$15 for Generic substitute drugs, Mail In \$40 brand name/\$30 Generic. Doctor Co-pays, Optical, and Dental shall be equal to or better than at time of retirement.

8. The Surviving Spouse Clause enacted September 9, 1985 (see Appendix A & A-1) shall apply to this article.

~~ARTICLE XXI ENTITLEMENT ON ACCOUNT OF DEATH OR PERMANENT DISABILITY~~

Delete in entirety due to state law prohibiting such action

ARTICLE XXII — PAYDAY

Employees will be paid all earnings by check on a biweekly basis.

ARTICLE XXIII — LONGEVITY

As of August 17, 1989, entitlement to longevity for any Employee covered by this Agreement does not exist.

ARTICLE XXIV — MAINTENANCE OF WORK OPERATIONS

1. The Association hereby covenants and agrees that during the term of this Agreement, neither the Association 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 work or willful absence of any Employee from his/her position, or stoppage of work, or absence in whole or in part; from the full, faithful and proper performance of the Employee's duties of employment), work stoppage, slow-down, walk out or other illegal job action against the Borough. The Association agrees that such action would constitute a material breach of the Agreement.

2. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all activity by an Association member shall entitle the Borough to invoke appropriate penalties.

3. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned or from supporting any such activity by any other Employee or group of Employees of the Borough, and that the Association will publicly disavow each action, order all such members to participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Association order.

4. Nothing contained in this Agreement shall be construed to limit or restrict the Borough 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 event of such breach by the Association by its members.

ARTICLE XXV — SAFETY

An Employee, upon discovering an unsafe or hazardous condition, will immediately inform the Administrator in writing. The Administrator shall investigate and report his/her findings to the Employer and Employee in writing. All Borough Employees are required to have a high regard for personal safety and the safety of others. Employees are subject to disciplinary action if they do not use Employer-supplied safety equipment.

ARTICLE XXVI — DISCRIMINATION AND COERCION

1. The Employer and the Association agree that there shall be no discrimination against any Employee because of age, race, creed, color, religion, marital status, sex, sexual orientation, national origin or political affiliation.

2. The Employer and the Association agree that all Employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, assist or to refrain from any such activity sponsored by the Association. There shall be no discrimination by the Employer or the Association against any employee because of the Employee's membership or non-membership or activity or non-activity in the Association. '

ARTICLE XXVII — SEVERABILITY AND SAVINGS

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.

ARTICLE XXVIII — SALARY

Annual salary increases for each employee under this agreement 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.

- A. ~~Employees, if required to attend a meeting of a Board, Commission, Agency, Council Meeting or Special Public Meeting designated by the Mayor and Council after working hours, employee will be compensated \$225 per meeting. If Employee fails to attend such meeting, employee will not be compensated. Employees will be compensated for budget hearings paid at a flat fee of \$250 total no matter how many meeting dates called in a single year. Meeting attendance must be approved and signed off by the Borough Administrator prior to the attendance of the meeting. The following boards, agencies and commissions shall apply: Traffic Safety Commission, Recreation Commission, Environmental Commission, Construction Board of Appeals, Council Meetings, Property Board of Appeals, Planning Board, Zoning Board, Greenbrook Flood Commission, Office on Aging Advisory Board and Business Advisory Group. Average of 5 years shall be rolled into the base salary per spreadsheet sent to the association.~~
- B. Confidential Employees: Employees who have been in title as Confidential Assistant I for 5 years shall automatically be moved into the Confidential Assistant II category on their 5th year anniversary date and said salary to be pursuant to the Salary Ordinance.

ARTICLE XXIX — FULLY-BARGAINED AGREEMENT

1. The Employer and the Association agree that this Agreement is the complete agreement between them and that no other understandings or Agreements and no past practices shall be binding on the Employer or the Association during the term of this Agreement unless agreed to in writing between the Employer and the Association subsequent to the date of execution of the Agreement.

2. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will 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 negotiate or signed this Agreement.

3. It is the intent of the parties that the provisions of this Agreement except where noted in this Agreement will supersede all prior Agreements and understanding, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights to claims which may be asserted. The Association, for the life of this Agreement, hereby waives any rights to request to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right claim not expressed in this Agreement.

4. This Agreement is separate and distinct from, and independent of all other Agreements entered into between the Association and other Employer organizations, irrespective of any similarity between this Agreement and any such other Agreements. No act or thing done by the parties to such other Agreements, or notices given under the provisions thereof, shall change or modify this Agreement, or in any manner affect the contractual relationship of the parties hereto.

5. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXX — ACCESS TO PERSONNEL FILES

An Employee covered by this Agreement shall have the right to inspect and obtain copies of documents from his/her personal history file maintained at Borough Hall at any reasonable time upon five (5) working days' written notice to the Borough Administrator thereof. The contents of the Employee's personal history shall not be made public unless required in disciplinary proceedings or by court order or subpoena process in a judicial proceeding. An Employee covered by this Agreement shall be allowed to place in such file a response to anything contained herein within seven (7) working days of receipt of the document.

ARTICLE XXXI — SEPARATION FROM SERVICES

Employees who have attained permanent status may be temporarily suspended from the Municipality's employ by layoff or suspension, or permanently separated by resignation, dismissal or retirement, subject to the rules and regulations of Civil Service of the State of New Jersey.

1. Termination other than for cause: Whenever an employee is laid off or replaced for any reason other than for cause, such employee shall be given 90 working days notice.

2. Resignation: An Employee may resign from their position by tendering a written letter of resignation to the Borough Administrator who, in turn, shall forward it to the Council Liaison of the department. Unless there are disciplinary charges pending against the Employee, the Administrator shall notify the Employee of acceptance of their resignation in good standing. An Employee shall give a minimum of 30 working days notice before the effective date of their resignation. Failure to do so will result in a loss of vacation credit.

Resignation by members of this bargaining unit will be governed by Borough Ordinances, Established Practices and Precedents accorded to and governing all other employees.

ARTICLE XXXII — EDUCATIONAL BENEFITS

Subject to sufficient funds in the budget and upon approval of the Borough Administrator, employees may request to apply for job related courses for certification, continuing education credits and books. The Borough will pay for tuition expenses for training or college courses directly related to the employee's work. The Borough Administrator will be the sole judge of whether a particular course or program is "directly related" to the employee's work. Employees are required to obtain this determination before enrolling in a course or program.

The costs incurred by the Borough for tuition, certification, continuing education credits and books must be repaid if the employee leaves borough employment within Twelve (12) months of the completion of the course or certification, whichever is later. When enrollment for short training courses or seminars is requested by the borough, employees will receive full reimbursement.

ARTICLE XXXII — SIGN OFF

IN WITNESS WHEREOF, the parties hereto have caused those present to be signed by their duly authorized officers the day and year first written above.

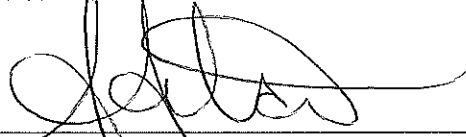
AGREED:

SOUTH PLAINFIELD PROFESSIONAL
MANAGER'S ASSOCIATION (SPPMA)

BOROUGH OF SOUTH PLAINFIELD


MATTHEW P. ANESH, Mayor

ATTEST:


Amy Antonides, Municipal Clerk

ATTEST: