

~~3-0004~~

3-0099

Teamsters

4/20/70

20-14

NOT CIRCULATE

~~20-14~~  
20-14

This AGREEMENT, made and entered into this 20th day of April 1970, by and between THE CITY OF PLAINFIELD, a Municipal Corporation of the State of New Jersey, hereinafter known and designated as the "Employer" and LOCAL 37, AN AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter known and designated as the "Union".

Witnesseth:

WHEREAS, it is the purpose of this Agreement to prescribe the legitimate rights of those municipal employees working in the Maintenance Force of the Recreation Division and those working in the Public Works Division who are members of the Union and to provide orderly and peaceful procedures for presenting employee grievances and proposals and to protect the rights of the public in the City of Plainfield.

NOW, THEREFORE, in consideration of the premises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties hereto as follows:

SECTION 1. RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining representative for the Employees of the Maintenance Force of the Recreation Division and those working in the Public Works Division, it being agreed that this unit excludes clerical and supervisory employees.

SECTION 2. CHECK-OFF

The Employer agrees to deduct effective January 1970 the initiation fee and/or dues of \$7.00 per month from the wages of each employee who is a member of the Union and to forthwith remit the same to the Union office. The Employer shall be furnished by

the Union, as a condition precedent to the deduction of amounts provided herein, with a sufficient and proper written authorization from each employee from whose salary such deductions are to be made authorizing the deduction of fees and dues as heretofore provided.

### SECTION 3. MANAGEMENT

(a) It is recognized that there are certain functions, responsibilities and rights exclusively reserved to the Employer, among which are the direction and operation of the Recreation Division and the Public Works Division, the types of work to be performed, the work assignments of employees, the machinery, tools, and equipment to be used, shift schedules and hours of work, the making and enforcing of rules and regulations for discipline and safety of its employees. None of the rules and regulations so formulated or as changed from time to time, shall be inconsistent with this Agreement.

(b) The promotion, transfer, discharge or discipline for cause and layoff are the sole function of the employer except as may herein otherwise be provided or limited by any applicable provision of this Agreement.

### SECTION 4. COMPENSATION AND PAY PERIODS

(a) Pay Periods as in the Personnel Ordinance Section 5:8-1.

(1) The Municipality normally shall pay its employees on a bi-weekly payroll schedule, that is, once in every two (2) weeks, or a total of twenty-six (26) times annually. Each payroll period shall consist of 10 working days, so that the daily rate of pay of each employee normally shall be 1/260 of his annual salary.

(2) The hourly rate shall be computed by dividing

the weekly rate by the number of hours in the employee's prescribed workweek.

(b) Overtime as in the Personnel Ordinance Section 5:8-2.

(1) Employees may be compensated for overtime work when such compensation has been authorized by the Department Director. At the discretion of the Department Director, compensatory leave may be given in lieu of overtime. In all instances, however, overtime compensation shall commence only after the employee has worked the normal number of hours in any one work day or of his normally prescribed work week. Holidays, vacation days, and authorized sick days shall be counted toward the normal work week, and as consecutive work days.

(2) For all employees, authorized overtime compensation or compensatory leave shall be computed at an hourly rate equal to one and one-half times the equivalent hourly rate prescribed as above, except that whenever an employee is required to work the seventh (7th) day in the normally prescribed work week double time shall be paid such employee for all hours worked on the seventh day.

(c) For each fraction of an hour worked on the sixth (6th) or seventh (7th) consecutive day worked in the workweek, the employee will receive a full hour's pay at the applicable overtime rate.

(d) Any employee who, in the absence of advance notice reports to work on his regular schedule, shall be guaranteed eight (8) hours work or eight (8) hours pay in lieu thereof. This eight (8) hour guarantee is not applicable if an employee reports late to work.

This provision does not apply when an act of God occurs.

Any employee to whom the Employer is obligated to make reporting time payments hereunder shall be required as an express condition of his right to receive such reporting time payments to perform during the reporting time period whatever work the Employer may request.

(e) There shall be a fifteen (15) minute rest period during the first four (4) hours worked, and another fifteen (15) minute rest period during the second four (4) hours worked.

(f) When an employee is required to work twelve (12) or more consecutive hours, he shall be granted a second lunch period of one-half (1/2) hour duration at no loss of pay, and he shall be granted an additional one-half (1/2) hour lunch period for each five (5) consecutive hours over the above mentioned twelve (12) consecutive hours at no loss of pay.

#### SECTION 5. SENIORITY

(a) Probationary Period as in the Personnel Ordinance Sections 5:6-5 and 5:6-6.

(1) All employees appointed permanently to the classified service shall serve a probationary period of three (3) months. During the probationary period, the Department Director, in consultation with the City Administrator, may discontinue the service of any such employee if, in their opinion, the employee is unwilling or unable to perform the duties of his position in a satisfactory manner, or if the employee is of such reputation and habits as not to merit continuance in the service of the Municipality. In every case the appointing authority shall notify the employee in writing of said discontinuance and of the reasons for the same and shall

forward a copy of said notice to the Department of Civil Service of the State of New Jersey.

(2) Between the 40th and 50th day and between the 80th and 90th day of a probationary period, the Department Director shall make, or cause to have made, written evaluations of the employee's performance to date. One copy of each evaluation must be presented to the City Administrator.

(3) A three (3) months probationary period shall also pertain to an employee promoted to a higher classification. Such probationary status will in no way affect the rights and status in the original or lower classification.

(4) Classified employees who satisfactorily complete their probationary period shall have permanent employment status, conditioned upon good behavior and satisfactory job performance, they shall be subject to removal by the appointing authority only for cause or for reason of economy, after proper notice and the opportunity to be heard, as set forth under the Civil Service Rules of the State of New Jersey.

(b) Transfer as in the Personnel Ordinance Section 5:5-7.

If an employee is transferred or reassigned into another department or division within the Municipal service, his service will be considered continuous for the purposes of promotion, seniority, lay-off and vacation.

(c) Abolition of Position as in the Personnel Ordinance Section 5:4-4.

A position may be abolished or the number of personnel reduced by the City Council for reasons of economy or for reasons of a reorganization within a department or departments. A permanent employee must receive written notice of such action

45 days prior to its effective date. Every effort shall be made by the Municipality, in cooperation with the Civil Service Department of the State of New Jersey, to reassign any affected permanent employee to another position in the Municipal Service for which the employee may be qualified. If no such position is available immediately, the name of the affected employee shall be kept on file and he must be offered employment should a vacancy occur in a position for which he is qualified, prior to taking applications for the vacancy. If an employee is demoted because of economy or departmental reorganization, he shall be placed in the new salary range at a step no lower than the same step he held in his prior position before demotion.

(d) Dismissal or Demotion as in the Personnel Ordinance Section 5:13-5.

A permanent employee may be dismissed from the service or demoted for cause by the appointing authority. The causes sufficient for removal from the service shall include the following:

- (1) Neglect of duty;
- (2) Absence without leave or failure to report after authorized leave has expired or after such leave has been disapproved or revoked;
- (3) Incapacity due to mental or physical disability, incompetency or inefficiency;
- (4) Insubordination or serious breach of discipline;
- (5) Intoxication while on duty;
- (6) Commission of a criminal act;
- (7) Participating in any political activity prohibited by the Personnel Ordinance;

(8) Disobedience of the departmental rules and regulations;

(9) Conduct unbecoming a public employee.

SECTION 6. HOLIDAYS AND HOURS OF WORK

(a) Hours of work as in the Personnel Ordinance Section 5:9-1.

The normal workweek of the Municipality shall consist of five (5) days and not be less than 35 hours nor more than 42 hours. The exact hours for particular employees shall be established by Department Directors and approved by the City Administrator.

(b) Holidays as in the Personnel Ordinance Section 5:9-2.

(1) The following official holidays with pay shall be observed by the Municipality unless an alternate day of observance is directed by the Mayor: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veteran's Day, Thanksgiving Day, and the Friday after Thanksgiving and Christmas Day.

(2) If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

(3) Where it is necessary to maintain regular service requiring an employee to work on an official holiday, such employee shall be compensated by receiving two and one-half (2½) times his hourly rate or by being permitted to take two and one-half (2½) hours off for each hour worked on the holiday as compensatory time with pay on a regular working day at a time approved by the appointing authority.

(4) In the event that an official holiday is observed during an employee's vacation, he shall be entitled to an additional vacation day, and should an official holiday occur while an employee is on sick leave, he shall not have that holiday charged against his sick leave, and he shall be permitted to take his holiday at a time to be scheduled by his Department Head.

(5) To be eligible to receive holiday pay an employee must work the regularly scheduled work day before the holiday and the regularly scheduled work day after the holiday, unless he has been excused by his supervisor or unless his supervisor is satisfied that his absence was justified.

SECTION 7. VACATION AND LEAVES OF ABSENCE

As per Section 5:10-1 of the Personnel Ordinance:

(a) Full-time classified and full-time unclassified employees shall earn vacation on the basis of the following schedule:

1-5 years of service, 12 working days vacation during each year of service

6-10 years of service, 15 working days vacation during each year of service

11-15 years of service, 18 working days vacation during each year of service

16-20 years of service, 21 working days vacation during each year of service

21 years of service and over, 25 working days vacation during each year of service.

For purposes of computing years of service for vacation leave, anyone whose date of employment falls between January 1 and October 1 is entitled to count that period



as a year of service. Vacation shall be computed on a calendar year basis; that is, January 1 to December 31.

(b) Probationary and Provisional Employees

New probationary and provisional employees shall be entitled to one (1) working day of vacation leave for each month during the first year of service.

(c) Basis for Vacation Leave Accumulation as in the Personnel Ordinance Section 5:10-3.

(1) Employees shall not be eligible to take earned vacation leave unless they have been employed for six (6) consecutive months. Permanent part-time employees are eligible for vacation leave on a pro-rated basis. Temporary employees shall not be eligible for vacation leave. A person employed before the 15th of the month shall be considered to have been employed for the entire month.

(2) Employees shall not be permitted to utilize anticipated vacation leave until they have completed one year of service.

(3) Accumulation of vacation leave beyond that earned in one (1) year period shall be permitted only with the consent of the appointing authority.

Vacation leave shall be scheduled subject to the approval of the Department Director. Senior employees shall be given preference in the selection of vacation periods, where consistent with work schedules.

(4) At the time of separation from service, the employee shall be entitled in time or in pay to any full day's vacation accumulated and not previously used; however, if the employee

has used anticipated, but unearned, vacation leave, he must make compensation for the time used.

(5) Employees may not be paid for vacation leave earned and not used, except at the termination of employment or with the approval of the Mayor and only under extraordinary circumstances.

#### SECTION 8. GRIEVANCE PROCEDURE

(a) General Policy as in the Personnel Ordinance Section 5:14-1.

It is the policy of the City of Plainfield that every employee at all times be treated fairly, courteously, and with respect. Conversely, each employee is expected to accord the same treatment to his associates, supervisors, and to the public.

(b) Verbal Grievance as in the Personnel Ordinance Section 5:14-2.

(1) Whenever an employee has a grievance, he should first present it verbally (or in writing if the employee chooses) to his immediate supervisor. It is the responsibility of the supervisor to attempt to arrange a mutually satisfactory settlement of the grievance within three (3) working days of the time when it was first presented to him, or failing in that, must within that time advise the employee of his inability to do so.

(2) When an employee is informed by his supervisor that he is unable, within the discretion permitted him, to arrange a mutually satisfactory solution to the grievance, the employee must, if he wishes to present the grievance to higher authority, do so in writing in the following manner:

(c) Formal Written Grievance as in the Personnel Ordinance Section 5:14-3.

(1) The employee will prepare the grievance in

writing in duplicate. The grievance should be stated as completely and as clearly as possible, in order to permit prompt handling. One copy of the grievance shall be immediately placed in the hands of the Division Head.

(2) The other copy of the grievance shall be presented by the employee to his immediate supervisor (to whom the grievance was made verbally). The supervisor will report the facts and events which led up to its presentation in writing, including in his written report any verbal answer he may have previously given to the employee concerning this grievance. Within two working days after receipt of the written grievance the supervisor must present it with the information required to the Division Head.

(3) The Division Head will attempt to find a mutually satisfactory solution to the grievance within five (5) working days. Failing a solution, the complaint accompanied by a written report on the matter prepared by the Division Head must be forwarded to the Department Director.

(4) The Department Director will attempt to find a mutually satisfactory solution to the grievance within five (5) working days. Failing a solution, the complaint accompanied by a written report on the matter by the Department Director must be forwarded to the City Administrator.

(5) The City Administrator will attempt to find a mutually satisfactory solution to the grievance within five (5) working days. Failing a solution, the complaint accompanied by a written report on the matter by the Administrator must be forwarded to the Mayor. The Mayor will then consider and formally act on the complaint within five (5) days.

(6) Since it is intended that most, if not all, grievances can and should be settled without the necessity of

reference to the Mayor, no grievance will be heard or considered by the Mayor, which has not first passed through the above described steps.

(7) All papers and documents relating to a grievance and its disposition will be placed in the employee's personnel history file. Notification of all actions taken concerning the grievance shall be transmitted in writing to the employee.

#### SECTION 9. MEDIATION

(a) If a grievance is not satisfactorily settled under Section 8, it may be submitted to mediation by either party to PERC, provided notice in writing of the intent to do so is given to the other party.

(b) The fees of the mediator shall be equally shared by the parties.

#### SECTION 10. WAGES AND LONGEVITY

(a) Wages. Employees' wages shall be according to the attached Salary and Wages Ordinance.

(b) Longevity as in the Salaries and Wages Ordinance Section 13:1-4.

In addition to the salaries established pursuant to the preceding sections, longevity pay shall be paid to each employee of the City of Plainfield who has completed the number of years shown on the following schedule, which longevity pay shall be payable to such employee at the same time and in the same manner as his or her regular pay. Longevity pay shall be paid for the full calendar year only and shall be paid to such employees who will qualify for the longevity pay on or before June 30 of the calendar year. Longevity pay shall be subject to the merit conditions set forth in Section 5:8-4, and shall be computed upon the employee's base salary of the year. Longevity shall also be

subject to the conditions in Section 13:1-8.

Two (2) per cent for employees having completed ten (10) years' service with the City of Plainfield.

Four (4) per cent for employees having completed fifteen (15) years' service with the City of Plainfield.

Six (6) per cent for employees having completed twenty (20) years' service with the City of Plainfield.

Eight (8) per cent for employees having completed twenty-five (25) years' service with the City of Plainfield.

Ten (10) per cent for employees having completed thirty (30) years' service with the City of Plainfield.

Service with the City of Plainfield as used herein is defined as employment by the City for a continuing period preceding the entitlement for longevity pay, plus fifty (50) per cent of the period of any other employment by the City of Plainfield.

#### SECTION 11. SICK LEAVE

As in the Personnel Ordinance Section 5:10-4.

(a) As used in this section "sick leave" means paid leave that may be granted to each full-time classified and full-time unclassified Municipal employee who through sickness or injury becomes incapacitated to a degree that makes it impossible for him to perform the duties of his position or who is quarantined by a physician because he has been exposed to a contagious disease. Part-time permanent employees are eligible for sick leave on a pro-rated basis. Part-time and full-time temporary employees are not eligible for sick leave.

(b) Full-time employees shall accumulate sick leave on the basis of fifteen (15) days of sick leave per year. In the

first year of employment, employees shall be entitled to one (1) day of sick leave for each month of employment.

(c) Sick leave can be accumulated without limit during each employee's length of service. At the time of separation from service, the employee shall be entitled to pay on the basis of one-quarter (1/4) day per full day of verifiable sick leave accumulated and not previously used. No other terminal leave payments shall be made to City employees.

(d) Accumulated sick leave may be used by an employee for personal illness, illness to his immediate family (not to exceed five (5) working days in one calendar year without the approval of the Department Director), quarantine restriction, pregnancy, or disabling injuries. For purposes of sick leave, "immediate family" shall mean and refer to the employee's spouse, child, and his or his spouse's parent or his unmarried brother or sister or any member of the immediate household, unless the City Administrator modifies this definition due to extraordinary circumstances.

(e) When an employee is absent from work because of illness for more than one (1) day, his supervisor may require the employee to submit a certificate from a physician relating to his illness. In the case of illness of a chronic or recurring nature causing an employee's periodic or repeating absence for one (1) day or less, his Department Director may require one medical certificate for every six (6) month period.

(f) The City Administrator may schedule medical examinations for all Municipal employees annually, or more frequently if required.

SECTION 12. DEATH IN THE FAMILY

As in the Personnel Ordinance Section 5:10-5.

In the event of a death in the immediate family of the employee, the Department Director may grant not more than three (3) days leave with pay. Such leave shall be in addition to vacation leave and sick leave. For purposes of death leave, the term "immediate family" shall mean and refer to the employee's spouse, child, and his or spouse's parent or his brother or sister or any member of the immediate household, unless the City Administrator modifies the definition due to extraordinary circumstances.

SECTION 13. SPECIAL LEAVE AND JURY DUTY

As in the Personnel Ordinance Section 5:10-6.

(a) In the event that an employee is unable to report to work due to a weather emergency or civil emergency, the Department Director, at the discretion of the employee, may charge the time off to accumulated vacation leave or sick leave, provided that the employee notifies his supervisor of his inability to report for work.

(b) In the event that an employee wishes to observe a religious or national holiday for which no regular holiday has been declared, he may charge the time off to accumulated vacation leave or sick leave, provided that he receives prior approval from the Appointing Authority and the needs of the Municipality permit it.

(c) In the event that an employee is required to serve jury duty, he shall be paid his regular rate of pay upon presentation of proper evidence of jury service.

SECTION 14. HOSPITALIZATION

The Employer shall pay the entire cost of the Blue-Cross and Blue-Shield coverage, including Rider "J" for all full-time employees. As of January 1, 1970, the Employer shall pay seventy-five per cent (75%) of the cost of Blue Cross-Blue Shield including Rider "J" for the dependents of all full-time employees. As of January 1, 1971, the Employer shall pay one hundred per cent (100%) of the cost of Blue Cross-Blue Shield including Rider "J" for the dependents of all full-time employees.

SECTION 15. RIGHTS OF VISITATION

The business agent or his representative or any officer of the Union shall have admission to the Employer's premises at any time during working hours for the purpose of ascertaining whether this Agreement is being carried out in good faith or for the purpose of assisting in the adjustment of any grievance which may have arisen. No such representative, however, shall have the privilege of roaming about the premises, but shall first apply to the Supervisor for permission to visit, which permission shall be reasonably granted, it being understood, however, that such representatives shall not in any way interfere with the operation of the department during working hours and that this privilege shall be so exercised as to keep at a minimum time lost thereby to the employer.

SECTION 16. NO STRIKE - NO LOCKOUT

The Union agrees that there shall be no strike of any kind, slowdown, sit-down, stay-in, boycott, picketing, work stoppage, or any other type of organized interference, coercive or otherwise, with the Company's business, and further that the



Union will do everything in its power to prevent its members from participating in any such unauthorized activity. The Employer agrees not to lock out or cause to be locked out any employee covered under the provisions of this Agreement.

SECTION 17. NO DISCRIMINATION

Neither the Employer nor the Union shall discriminate against any employee regardless of race, creed, sex, age, color, political or religious affiliation or national origin.

SECTION 18. BULLETIN BOARDS

One bulletin board will be made available to the Union for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety, and general Union activities, at each location where men assemble for work assignments.

SECTION 19. UNIFORMS

(a) All employees shall receive one (1) pair of safety shoes per year.

(b) The Employer shall supply gloves to employees as needed up to a maximum of four (4) pairs per year.

(c) The Employer shall supply rental uniforms to the employees.

SECTION 20. POSTING

Job vacancies shall be posted on the bulletin board.

SECTION 21. COST OF LIVING

In the event there is a change in the cost of living index for the Metropolitan Area as determined by the United States Department of Labor, between November 1, 1969, and November 1, 1970, which exceeds eight per cent (8%), then the salaries for the year 1971 shall be renegotiated to reflect such change over said eight per cent (8%).

SECTION 22. TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATION

Any employee working twenty (20) hours or more in the course of any one work week in a higher job classification shall receive the rate of pay of the higher classification for all hours actually worked in that classification during the particular week.

SECTION 23. RULES AND REGULATIONS

The Employer has the right to continue to establish reasonable rules and regulations governing the departmental operations and the conduct of the personnel.

SECTION 24. RELATIONSHIP OF PARTIES

The relationship of the parties is fully and exclusively set forth by this Agreement and by no other means, oral or written.

SECTION 25. PERSONNEL OR SALARY ORDINANCE

The Employer agrees no changes affecting employees' benefits or rights will be made in the Personnel or Salary Ordinance as contained herein for the next two (2) years without approval of the employee group.

SECTION 26. DURATION OF AGREEMENT

(a) This Agreement shall become effective on January 1, 1970, and shall terminate on December 31, 1971.

(b) If either of the parties desires to change this Agreement, it shall in writing notify the other party at least sixty (60) days before the expiration date of this Agreement of the proposed changes and their desire to terminate this Agreement. Within thirty (30) days following receipt of said sixty (60) day notice, the parties shall meet to discuss the terms of the proposed new Agreement. If notice is not given as herein required, this Agreement shall automatically be renewed from year to year as the case may be.

ATTEST:

CITY OF PLAINFIELD

Robert Brunford Clerk      William H. Blodgett Mayor

ATTEST:

LOCAL UNION NO. 37 AFFILIATED WITH  
THE INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN  
AND HELPERS OF AMERICA.

Carl Green      Albert Baclar  
Albert Baclar, President

RESOLVED, That this City Council hereby ratifies the execution of the attached agreement between the City of Plainfield and Local 37, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, covering certain municipal employees in the maintenance force of the Recreation Division and those working in the Public Works Division who are members of the Union and authorizes the Mayor and City Clerk to execute same.

Adopted by the City Council

April 20, 1970

Elfert G. Burfeind

City Clerk

-----  
This is to certify that the foregoing is a true copy.

  
City Clerk