

Filed CC mtg 7/24/83

Plainfield City of  
and

Local Union #102, International  
Brotherhood of Teamsters, Chauffeurs, 1982 - 1983  
Warehousemen and Helpers of America  
(Inclusive of all employees)

FILED COUNTY CLERK

1983

7/24/83

PREAMBLE

This Agreement entered into the day and year set opposite the signatures of the parties, by and between the City of Plainfield, a municipal corporation of the State of New Jersey, hereinafter called the "City", and Local 102, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter called the "Union".

WITNESSETH:

WHEREAS, the City and the Union recognize and declare that providing quality service to the public is their mutual aim; and

WHEREAS, the City Council and the City Administration retain the basic decision-making powers over fiscal management questions, although they are willing to consult with employee representatives on employee oriented matters; and

WHEREAS, it is the purpose of this Agreement to prescribe the legitimate rights of those municipal employees working in 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.

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

X 11/22 12/12/83

In consideration of the following mutual covenants, it is hereby agreed as follows:

#### ARTICLE 1 - RECOGNITION

The city hereby recognizes the Union as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for employees of the Maintenance Force of the Recreation Division and those of the Public Works Division, including clerical employees, that perform in the following classifications: Assistant Public Works Foreman, Clerk Typist, Mechanic, Supervising Clerk, Parking Lot Attendant, Parking Meter Collector & Repairman Foreman, Parking Meter Collector & Repairer, Public Works Foreman, Public Works Repairer-Trainee, Recreation Maintenance Foreman, Recreation Maintenance Man, Senior Clerk Typist, Senior Public Works Repairer, Senior Recreation Maintenance Man, Public Works Repairer, Traffic Maintenance Foreman, Traffic Maintenance Worker.

#### ARTICLE 2 - NEGOTIATION PROCEDURE

- 2-1. The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A-1 et. seq. as amended in good faith efforts to reach agreement on all matters concerning the terms and conditions of employment.
- 2-2. Neither party in any negotiations shall have any control of the negotiating representatives of the other party.
- 2-3. Continuing review of this Agreement.

Representatives of the City and Union negotiating committee shall meet at least once each month, unless waived by both parties, for the purpose of reviewing the administration of this Agreement, and to resolve problems which may arise. These meetings are not in-

tended to by-pass the grievance procedure.

2-4.

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any negotiated benefit reduced to writing and existing prior to its effective date. This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may not be) subject to collective bargaining. Any prior commitment or agreement between the City and the Union or any individual employee covered by this Agreement is hereby superseded.

2-5.

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

2-6.

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

ARTICLE 3 - AGENCY SHOP

3-1. Any employee, covered by this Agreement, who does not join the TEAMSTERS within thirty (30) days of the effective date of this Agreement, any new employee, covered by this Agreement, who does not join within thirty (30) days of initial employment and any employee, previously employed in a unit covered by this Agreement, who does not join within ten (10) days of reentry into employment shall, as a condition of employment, pay a representation fee to the TEAMSTERS by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular TEAMSTER membership dues, fees and assessments as certified to the employer by the TEAMSTERS. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fees shall continue beyond the termination of this Agreement so long as the Union remains the majority representation of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Union and the City.

3-2. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the City and the Union and consistent with applicable law) the City agrees to deduct membership dues (and initiation fees

where applicable), in such amounts as shall be fixed pursuant to the By-Laws and constitution of the Union during the full term of this Agreement and any extension or renewal thereof. The City shall promptly remit monthly any and all amounts so deducted with a list of such deductions to the Union.

3-3. If, during the life of this Agreement, there shall be any change on the rate of membership dues, the Union shall furnish the City written notice thirty (30) days prior to the effective date if such change.

3-4. The Union will provide the necessary "check-off authorization" form and the Union will secure signatures of its members on the forms and deliver the signed forms to the City. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon the salary deduction authorization forms submitted by the Union to the City.

#### ARTICLE 4 - GRIEVANCE PROCEDURE

4-1. Procedures governing grievances by employees shall be in accordance with Section 11 of the Municipal Code of the City of Plainfield and amendments thereto.

#### ARTICLE 5 - EMPLOYEES RIGHTS AND RESPONSIBILITIES

5-1. Employees rights and responsibilities shall be in accordance with Section 11 of the Municipal Code of the City of Plainfield. The City agrees to provide

specific Rules and Regulations for those employees in the Division of Public Works.

#### ARTICLE 6 - CITY'S RIGHTS AND PRIVILEGES

6-1. Management responsibilities.

It is recognized that the management of the City Government, the control of its properties and the maintenance of order and safety, is solely a responsibility of the City. Accordingly, the City hereby retains and reserves unto itself, without limitation, all rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the City Government and its properties and facilities, and the activities of its employees.
2. The selection and direction of the work forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer.

The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policies, rules, regulations and practices, in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and expresses terms of this Agreement and

then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States and the ordinances of the City of Plainfield.

Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40A and 11 or any other national, state, county or local laws or ordinances.

6-2. Maintenance of Operations

The Union covenants and agrees that during the term of the Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or concerted willful absence of an employee from his or her duties of employment), work stoppage, slowdown, walkout or other mass absenteeism against the City. The Union agrees that such action would constitute a material breach of the Agreement.

In the event of a strike, slowdown, walkout or organized mass absenteeism, it is covenant and agreed that participation in any such activity by any employee represented by the Union shall be deemed grounds for disciplinary action including possible termination of employment of such employee or employees.

Nothing contained in this Agreement pursuant to Article 6-2 shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for in-

junction or damage, or both, in the event such breach by the Union or its members.

#### ARTICLE 7 - SALARIES

- 7-1. The salary guides for employees covered by this Agreement are set forth in Attachments A and B. They reflect a seven and one-half percent (7.5%) across the board increase for 1982 and a seven percent (7%) increase for 1983.
- 7-2. In lieu of a drug prescription plan, the City agrees to pay each employee, who is an employee at the time of payment, one hundred dollars (\$100.00). This benefit will be paid in December of the year.
- 7-3. Overtime will be paid to employees in accordance with Section 11-7 of the Municipal Code except that Section 11-7-3(c) will not apply to the position of Public Works Foreman. Employees holding that title will be eligible for overtime pay consistent with Section 11-7 and will not be eligible for additional vacation days under Section 11:9-1(c).

#### ARTICLE 8 - LONGEVITY

- 8-1. The City shall pay longevity, subject to the conditions of Section 11:4-1 of the Municipal Code to all employees having completed the following years of service in the following amounts.

1982

10 years of service	-	\$ 400.00
15 years of service	-	\$ 800.00
20 years of service	-	\$1,100.00
25 years of service	-	\$1,400.00



10 years of service	-	\$ 500.00
15 years of service	-	\$ 900.00
20 years of service	-	\$1,200.00
25 years of service	-	\$1,500.00

- 8-2. Longevity pay shall be paid for the full calendar year only and shall be paid to such employees who will qualify for longevity pay through years of service on or before June 30th of the calendar year.
- 8-3. In addition the City agrees to the following exception:  
Any full-time employee who was a full time employee on or before July 1, 1976 is eligible, under the constraints of Section 8-2 of this Agreement and the provisions of Section 11:4-1 of the Municipal Code, to receive his or her first longevity payment after eight (8) years of service.

#### ARTICLE 9 - INSURANCE PROTECTION

- 9-1. The City shall pay the entire cost of Blue Cross/Blue Shield, Major Medical Insurance and "Rider J" benefits, under the Blue Cross/Blue Shield 14/20 Series, for all employees covered by this amount. For those employees choosing to participate in the HMO option instead of Blue Cross/Blue Shield coverage, the City's financial obligation shall be no higher than the cost of corresponding Blue Cross/Blue Shield coverage.
- 9-2. The City further agrees to provide no cost to the employee a Disability Income Insurance Plan. Such plan shall provide, when combined with other existing benefits, at least fifty percent (50%) of the employee's salary. However, such plan will not become effective

until such time as the employee has exhausted all of his or her sick leave, vacation, workmen's compensation benefits and the one hundred and eighty (180) day waiting period, whichever coverage lasts the longest.

In the event an employee exhausts his or her accumulated sick and vacation leave prior to the expiration of the one hundred and eighty (180) day waiting period, the City agrees to pay fifty percent (50%) of the employee's salary up to the expiration of the one hundred and eighty (180) day waiting period. Such payment of fifty percent (50%) of salary will be provided following a determination by the City

Physician that the employee's illness or injury is of sufficient quality and duration that it could qualify the employee for Long-term Disability coverage. An employee dissatisfied with the opinion of the City Physician may appeal his determination to the City Administrator on the basis of other medical opinion.

9-3. The City may allow, with the approval of the City Administrator, employees who experience a lengthy off-duty illness or injury to borrow up to two (2) years future sick and vacation time upon exhaustion of accumulated sick and vacation time. To be eligible the employee must have at least one (1) year of service and accept the obligation to pay back the time during future service. This obligation shall be accepted in writing if approval is granted by the City Administrator.

9-4. The City agrees that during the duration of this Agreement it will neither seek nor negotiate changes that will result in a reduction of the coverage of benefits

as provided by plans listed in this article.

#### ARTICLE 10 - VACATION AND HOLIDAYS

10-1. All members of the Teamsters Union Local #102 shall earn vacation as set forth in Section 11:9-1 and 11:9-3 of the Municipal Code of the City of Plainfield. Vacation schedules shall be established taking into account the desires of the employees and the needs of the municipality. Where there is a conflict in the choice of vacation time among employees, job seniority shall prevail.

10-2. All full time employees covered by this Agreement shall earn vacation on the basis of the following schedule:

1	-	5 years of service	-	13 days
6	-	10 years of service	-	16 days
11	-	15 years of service	-	19 days
16	-	20 years of service	-	22 days
21	-	years of service and over	-	26 days

10-3. The City agrees to grant the following official holidays with pay to members of the Teamsters Local #102, in accordance with Section 11:8-2 of the Municipal Code of the City of Plainfield:

1. New Years's Day
2. Martin Luther King's Birthday
3. Washington's Birthday
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Friday after Thanksgiving
12. Half-Day Christmas Eve and Half-Day New Year's Eve
13. Christmas Day

10-4. For the years 1982 and 1983, in accordance with Section 11:8-2(c) of the Municipal Code, the following Christmas and New Year Holiday schedule will be observed:

1982

Half Day Christmas Eve	- observed	December 23rd
Christmas Day	- observed	December 24th
Half-Day New Year's Eve	- observed	December 30th
New Years Day	- observed	December 31st

1983

Half-Day Christmas Eve	- observed	December 23rd
Christmas Day	- observed	December 26th
Half-Day New Year's Eve	- observed	December 30th
New Year's Day	- observed	January 2nd

ARTICLE 11 - SICK LEAVE

11-1. In the first calendar year of employment, employees shall be entitle to one (1) day of sick leave for each month of employment. In each year thereafter, employees earn fifteen (15) days per year.

11-2. All unused sick leave accumulated in 1982 or prior to 1982 will be paid out at retirement on the basis of one-third (1/3) per full day accumulated or upon separation in good standing one-fourth (1/4) day per full day accumulated at salary rates earned in 1982. In subsequent years, accumulated time shall be paid at the salary rate earned during the year in which it is accumulated on the basis of one-third (1/3) day per full day accumulated upon retirement and one-fourth (1/4) day per full day accumulated upon separation. When current or accumulated time is used for illness, they are paid at current rates. They shall be used on a first in, first out basis.

#### ARTICLE 12 - UNIFORMS

- 12-1. The City shall furnish two (2) pairs of safety shoes as needed to each member each year.
- 12-2. The City shall supply gloves to members as needed up to a maximum of four (4) pairs per year.
- 12-3. The City shall supply rental uniforms to members each year, which will include an overcoat. Those employees of the Sewer and Sanitation units will be provided an extra set of uniforms.

#### ARTICLE 13 - WORKWEEK

- 13-1. Standard work hours shall be 7:00 A.M. to 3:30 P.M., provided that during winter months there are no complaints or other operating problems as a result of earlier work hours. Lunch shall be observed from 11:30 A.M. to 12:00 noon.
- 13-2. There shall be a fifteen (15) minute rest period during the morning hours and another fifteen (15) minute rest period during the afternoon hours.
- 13-3. When an employee is requested to work twelve (12) or more consecutive hours, he shall be granted a second 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.

#### ARTICLE 14 - MISCELLANEOUS

- 14-1. This Agreement constitutes City policy for the terms of said Agreement, and the City shall carry out the com-

mitments contained herein and given full force and effect as City policy.

- 14-2. If any provision of this Agreement of any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provision or applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 14-3. The City and Union agree that there shall be no discrimination and that all practices, procedures and policies of the City system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees on the basis of race, creed, color, religion, national origin, marital status or sex.
- 14-4. Copies of this Agreement together with copies of the City Personnel Ordinance, shall be available for review to members of the Union.
- 14-5. If there is any conflict between the terms of this Agreement and any ordinance hereafter enacted, the terms of this Agreement shall prevail. Reference to ordinances shall mean those ordinances in effect at the time of the adoption of this Agreement referring matters contained herein, shall have no effect upon this Agreement without consent of all parties hereto.
- 14-6. Any member working the twenty (20) hours or more in course of any one work week in a higher classification shall receive the rate of pay of the higher classification. The rate of pay to be received will be determined by use of the promotional formula. The employee

in such a situation will be paid at the higher rate of pay for all hours actually worked in that classification, provided that the individual is qualified to perform the duties of such classification and provided that the individual is authorized to perform the duties of the higher classification by his or her Department Director. This shall not apply to those employees who are considered Public Works Trainees. In cases where Trainees are assigned to perform a particular higher function for one month or more, they shall be paid at the higher classification for the entire month.

14-7. The City agrees that two (2) men will be assigned to snowplows during night hours of darkness. Further, the City agrees to pay \$1.50 meal money to each Teamster employee who works two (2) hours over the normal shift in performing snow removal duties. Said employees will receive \$1.50 for each additional two (2) hours worked over the normal shift as long as such hours are in consecutive order.

14-8. The City agrees to allow the Union to establish a Credit Union of their choice. Upon receiving written authorization from an employee covered by this Agreement (in a form agreed upon between the City and the Union), the City agrees to deduct on a bi-monthly basis an amount that shall be determined by the Credit Union. The City shall once per month remit any and all amounts so deducted. The Union will provide the necessary authorization forms and deliver the signed forms to the Personnel Director or his/her designee. The

Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability which may arise out of or by reason of action taken by the City in reliance upon salary deduction authorizations submitted by the Union to the City.

#### ARTICLE 15 - BULLETIN BOARD

15-1. 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. The City shall post job vacancies on the bulletin board as vacancies arise. Notices of said job vacancies will be sent to the Union shop steward.

#### ARTICLE 16 - DURATION OF AGREEMENT

16-1. This agreement shall be effective as of January 1, 1982 and shall continue in effect through December 31, 1983, subject to the Union's and the City's right to negotiate over a successor agreement as provided in Article 2. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.



TEAMSTERS  
SALARY SCHEDULE A - 7.5%

January 1, 1982

TITLE	GRADE	INCRE- MENT	INCRE-										
			1	2	3	4	5	6	7	8	9	10	11
Public Works Foreman	15	549	14,983	15,532	16,081	16,630	17,179	17,728	18,277	18,826	19,375	19,924	20,473
Recreation Maint. Foreman	15	549	14,983	15,532	16,081	16,630	17,179	17,728	18,277	18,826	19,375	19,924	20,473
Asst. Public Works Foreman	13	501	13,647	14,148	14,649	15,150	15,651	16,152	16,653	17,154	17,655	18,156	18,657
Mechanic	13	501	13,647	14,148	14,649	15,150	15,651	16,152	16,653	17,154	17,655	18,156	18,657
Parking Meter Coll. & Repair, Foreman	13	501	13,647	14,148	14,649	15,150	15,651	16,152	16,653	17,154	17,655	18,156	18,657
Traffic Maint. Foreman	13	501	13,647	14,148	14,649	15,150	15,651	16,152	16,653	17,154	17,655	18,156	18,657
Supervising Clerk	11	457	12,436	12,893	13,350	13,807	14,264	14,721	15,178	15,635	16,092	16,549	17,006
Senior Public Works Repairer	11	457	12,436	12,893	13,350	13,807	14,264	14,721	15,178	15,635	16,092	16,549	17,006
Senior Recreation Maint. Man	11	457	12,436	12,893	13,350	13,807	14,264	14,721	15,178	15,635	16,092	16,549	17,006
Parking Meter Coll. Repairer	09	417	11,335	11,752	12,169	12,586	13,003	13,420	13,837	14,254	14,671	15,088	15,505
Public Works Repairer	09	417	11,335	11,752	12,169	12,586	13,003	13,420	13,837	14,254	14,671	15,088	15,505
Recreation Maint. Man	09	417	11,335	11,752	12,169	12,586	13,003	13,420	13,837	14,254	14,671	15,088	15,505

TEAMSTERS  
SALARY SCHEDULE A - 7.5%

January 1, 1982

TITLE	GRADE	INCRE- MENT	January 1, 1982										
			1	2	3	4	5	6	7	8	9	10	11
Senior Clerk Typist	07	380	10,336	10,716	11,096	11,476	11,856	12,236	12,616	12,996	13,376	13,756	14,136
Traffic Maint. Worker	07	380	10,336	10,716	11,096	11,476	11,856	12,236	12,616	12,996	13,376	13,756	14,136
Public Works Repairer Trainee	07	380	10,336	10,716	11,096	11,476	11,856	12,236	12,616	12,996	13,376	13,756	14,136
Clerk Typist	04	331	9,004	9,335	9,666	9,997	10,328	10,659	10,990	11,321	11,652	11,983	12,314
Parking Lot Attendant	02	302	8,234	8,536	8,838	9,140	9,442	9,744	10,046	10,348	10,650	10,952	11,254

TEAMSTERS  
SALARY SCHEDULE A - 7%  
January 1, 1983

TITLE	GRADE	INCRE- MENT	11										
			1	2	3	4	5	6	7	8	9	10	11
Public Works Foreman	15	587	16,032	16,619	17,206	17,793	18,380	18,967	19,554	20,141	20,728	21,315	21,902
Recreation Maint. Foreman	15	587	16,032	16,619	17,206	17,793	18,380	18,967	19,554	20,141	20,728	21,315	21,902
Asst. Public Works Foreman	13	536	14,602	15,138	15,674	16,210	16,746	17,282	17,818	18,354	18,890	19,426	19,962
Mechanic	13	536	14,602	15,138	15,674	16,210	16,746	17,282	17,818	18,354	18,890	19,426	19,962
Parking Meter Coll. & Repair, Foreman	13	536	14,602	15,138	15,674	16,210	16,746	17,282	17,818	18,354	18,890	19,426	19,962
Traffic Maint. Foreman	13	536	14,602	15,138	15,674	16,210	16,746	17,282	17,818	18,354	18,890	19,426	19,962
Supervising Clerk	11	489	13,307	13,796	14,285	14,774	15,263	15,752	16,241	16,730	17,219	17,708	18,197
Senior Public Works Repairer	11	489	13,307	13,796	14,285	14,774	15,263	15,752	16,241	16,730	17,219	17,708	18,197
Senior Recreation Maint. Man	11	489	13,307	13,796	14,285	14,774	15,263	15,752	16,241	16,730	17,219	17,708	18,197
Parking Meter Coll. Repairer	09	446	12,128	12,574	13,020	13,466	13,912	14,358	14,804	15,250	15,696	16,142	16,588
Public Works Repairer	09	446	12,128	12,574	13,020	13,466	13,912	14,358	14,804	15,250	15,696	16,142	16,588
Recreation Maint. Man	09	446	12,128	12,574	13,020	13,466	13,912	14,358	14,804	15,250	15,696	16,142	16,588

LOCAL UNION NO. 102  
AFFILIATED WITH THE  
INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMENT AND HELPERS  
OF AMERICA

BY: Ben Meeker  
Secretary/Treasurer

ATTEST:

Alvin Davis  
Shop Steward

3/10/83  
Date

BY: Everett Kallins  
Mayor

ATTEST:

Emilia R. Stalura  
City Clerk

March 4, 1983  
Date

Rec. # 5440 2/27/83