

PREAMBLE

Jan. '80 Doc 81

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 and 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 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.

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

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, Office Services Manager, 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 over the selection of the negotiating representatives of the other party.

2-3. Continuing Review of this Agreement

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

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.

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

The Union will provide the necessary "check-off authorization" form and the Union will secure the 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

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 powers, 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 judgment and discretion in connection therewith shall be limited only by the specific and expressed 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 willfull 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 this Agreement.

In the event of a strike, slowdown, walkout or organized mass absenteeism, it is covenanted 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 injunction or damages, or both, in the event of such breach by the Union or its members.

ARTICLE 7 - SALARIES

- 7-1. The salary guides for employees for 1980 and 1981 are set forth in attachments A, B, and C of this Agreement.
- 7-2. In lieu of a drug prescription plan the City agrees to pay each employee, who is an employee at the time of the payment, \$100 in 1981. The City will make an attempt to generate savings in 1980 so that the payment can be made in December of 1980. If such savings cannot be generated in 1980, the payment will be made in January, 1981. It is understood that any future payments of this benefit will be made 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 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 they 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:

10 years service	\$ 400
15 years service	\$ 800
20 years service	\$1,100
25 years service	\$1,400

- 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 30 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 providing health benefits for employees covered by this Agreement in the New Jersey State Health Benefits Program. This program includes Blue Cross/Blue Shield, and Major Medical Insurance, as well as "Rider J" benefits under the Blue Cross/Blue Shield Plans. The City further agrees to provide at no cost to the employee a Disability Income Insurance Plan. Such plan shall provide, when combined with other existing benefits, at least 50% of the employees' salary. However, such plan will not become effective until such time as the employee has exhausted all of his sick leave, vacation, workmen's compensation benefits and the 180 day waiting period, whichever coverage lasts the longest. In the event that an employee exhausts his or her accumulated sick and vacation leave prior to the expiration of the 180 day waiting period, the City agrees to pay 50% of the employee's salary up to the expiration of the 180 day waiting period. Such payment of 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.

9-2. 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.

9-3. 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 conflict in 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
26 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 Union Local #102, in accordance with Section 11:8-2 of the Municipal Code of the City of the City of Plainfield:

- (1) New Year'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. Wherein the City and Union both agree to the language and its implications as stated in paragraph 10-3 of this Article, they agree to the following exceptions:

a. For the year 1980 only, the City agrees to provide a full vacation day on the day after Christmas and the day after New Year's Day.

b. Martin Luther King's Birthday will be treated as a floating holiday in 1980 since execution of this agreement occurs after the observance of the holiday.

ARTICLE 11 - MISCELLANEOUS

11-1. This Agreement constitutes City policy for the term of said Agreement, and the City shall carry out the commitments contained herein and give them full force and effect as City policy.

11-2. If any provision of this Agreement or any application of this Agreement to any employee or groups 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.

11-3. The City and the 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.

11-4. Copies of this Agreement, together with copies of the City Personnel Ordinance, shall be available for review to members of the Union.

11-5. 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 any ordinances shall mean those ordinances in effect at the time of the adoption of this Agreement referring to matters contained herein, shall have no effect upon this Agreement without consent of all parties hereto.

11-6. Any member working twenty (20) hours or more in the 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.

11-7. The City agrees that two 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.

11-8. Upon retirement an employee shall be entitled to pay at the prevailing rate at the time of retirement on the basis of one-third (1/3) day per full day of verifiable sick leave accumulated and not previously used, upon separation the prevailing rate shall be one-fourth (1/4).

ARTICLE 12 - BULLETIN BOARD

12-1. 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 13 - UNIFORMS

13-1. The City shall furnish two (2) pairs of safety shoes as needed to each member each year.

13-2. The City shall supply gloves to members as needed up to a maximum of four (4) pairs per year.

13-3. 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 14 - WORKWEEK

14-1. Standard work hours shall be 7:00 A.M. to 3:30 P.M., provided that during the winter months there are no complaints or other operating problems as a result of the earlier work hours. Lunch shall be observed from 11:30 A.M. to 12:00 noon.

14-2. There shall be a fifteen (15) minute rest period during the morning hours worked and another fifteen (15) minute rest period during the afternoon hours.

14-3. When an employee is requested 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 hour lunch period for each five (5) consecutive hours over the above mentioned twelve (12) consecutive hours at no loss of pay.

ARTICLE 15 - DURATION OF AGREEMENT

This Agreement shall be effective as of January 1st, 1980 and shall continue in effect through December 31st, 1981, 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.

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

By: Benno Meeker
Secretary-Treasurer

ATTEST:

Edna Alcorn
Shop Steward

7/11/80
Date

By: Paul Cheffe
Mayor

ATTEST:

Annita K. Stalena
City Clerk

July 24, 1980
Date

Dis #4491 7/21/80

SCHEDULE

A

SALARY SCHEDULE

DATE

JANUARY 1, 1980

STEPS

	1	2	3	4	5	6	7	8	9	10	11
Salary Incre- Grade ment											
15 476	13,013	13,489	13,965	14,441	14,917	15,393	15,869	16,345	16,821	17,297	17,773
13 434	11,852	12,286	12,720	13,154	13,588	14,022	14,456	14,890	15,324	15,758	16,192
13 434	11,852	12,286	12,720	13,154	13,588	14,022	14,456	14,890	15,324	15,758	16,192
13 434	11,852	12,286	12,720	13,154	13,588	14,022	14,456	14,890	15,324	15,758	16,192
12 414	11,301	11,715	12,129	12,543	12,957	13,371	13,785	14,199	14,613	15,027	15,441
11 396	10,800	11,196	11,592	11,988	12,384	12,780	13,176	13,572	13,968	14,364	14,760
11 396	10,800	11,196	11,592	11,988	12,384	12,780	13,176	13,572	13,968	14,364	14,760
9 361	9,844	10,205	10,566	10,927	11,288	11,649	12,010	12,371	12,732	13,093	13,454
9 361	9,844	10,205	10,566	10,927	11,288	11,649	12,010	12,371	12,732	13,093	13,454
8 345	9,396	9,741	10,086	10,431	10,776	11,121	11,466	11,811	12,156	12,501	12,846
7 329	8,977	9,306	9,635	9,964	10,293	10,622	10,951	11,280	11,609	11,938	12,267
7 329	8,977	9,306	9,635	9,964	10,293	10,622	10,951	11,280	11,609	11,938	12,267

SCHEDULE

A

SALARY SCHEDULE

DATE

JANUARY 1, 1980

STEPS

Salary Incre- Grade ment	1	2	3	4	5	6	7	8	9	10	11		
Traffic Maint. Worker	7	329	8,977	9,306	9,635	9,964	10,293	10,622	10,951	11,280	11,609	11,938	12,267
Senior Clerk Typist	5	299	8,194	8,493	8,792	9,091	9,390	9,689	9,988	10,287	10,586	10,885	11,184
Clerk Typist	2	261	7,151	7,412	7,673	7,934	8,195	8,456	8,717	8,978	9,239	9,500	9,761
Parking Lot Attendant	2	261	7,151	7,412	7,673	7,934	8,195	8,456	8,717	8,978	9,239	9,500	9,761

SCHEDULE

B

SALARY SCHEDULE

DATE

JULY 1, 1980

STEPS

TITLE	Salary Grade	Incre- ment	1	2	3	4	5	6	7	8	9	10	11
Pub. Wrks. Foreman	15	486	13,274	13,760	14,246	14,732	15,218	15,704	16,190	16,676	17,162	17,648	18,134
Asst. Public Wks. Foreman	13	443	12,090	12,533	12,976	13,419	13,862	14,305	14,748	15,191	15,634	16,077	16,520
Mechanic	13	443	12,090	12,533	12,976	13,419	13,862	14,305	14,748	15,191	15,634	16,077	16,520
Parking Meter Coll. & Repaire/Foreman	13	443	12,090	12,533	12,976	13,419	13,862	14,305	14,748	15,191	15,634	16,077	16,520
Traffic Maint. Foreman	13	443	12,090	12,533	12,976	13,419	13,862	14,305	14,748	15,191	15,634	16,077	16,520
Recreation Maint. Foreman	12	423	11,528	11,951	12,374	12,797	13,220	13,643	14,066	14,489	14,912	15,335	15,758
Office Service Manager	11	404	11,017	11,421	11,825	12,229	12,633	13,037	13,441	13,845	14,249	14,653	15,057
Sr. Public Works Repairer	11	404	11,017	11,421	11,825	12,229	12,633	13,037	13,441	13,845	14,249	14,653	15,057
Parking Meter Collector Repairer	9	369	10,041	10,410	10,779	11,148	11,517	11,886	12,255	12,624	12,993	13,362	13,731
Public Works Repairer	9	369	10,041	10,410	10,779	11,148	11,517	11,886	12,255	12,624	12,993	13,362	13,731
Senior Recreation Maint. Man	8	352	9,584	9,936	10,288	10,640	10,992	11,344	11,696	12,048	12,400	12,752	13,104
Public Works Repairer Trainee	7	336	9,157	9,493	9,829	10,165	10,501	10,837	11,173	11,509	11,845	12,181	12,517

SCHEDULE

C SALARY SCHEDULE

DATE JANUARY 1, 1981

STEPS

	1	2	3	4	5	6	7	8	9	10	11
Pub. Works Foreman	13,938	14,449	14,960	15,471	15,982	16,493	17,004	17,515	18,026	18,537	19,048
Asst. Public Works Foreman	12,695	13,161	13,627	14,093	14,559	15,025	15,491	15,957	16,423	16,889	17,355
Mechanic	12,695	13,161	13,627	14,093	14,559	15,025	15,491	15,957	16,423	16,889	17,355
Parking Meter Coll. & Repair Foreman	12,695	13,161	13,627	14,093	14,559	15,025	15,491	15,957	16,423	16,889	17,355
Traffic Maint. Foreman	12,695	13,161	13,627	14,093	14,559	15,025	15,491	15,957	16,423	16,889	17,355
Recreation Maint. Foreman	12,105	12,550	12,995	13,440	13,885	14,330	14,775	15,220	15,665	16,110	16,555
Office Service Manager	11,568	11,993	12,418	12,843	13,268	13,693	14,118	14,543	14,968	15,393	15,818
Senior Public Works Repairer	11,568	11,993	12,418	12,843	13,268	13,693	14,118	14,543	14,968	15,393	15,818
Parking Meter Coll. Repairer	10,544	10,932	11,320	11,708	12,096	12,484	12,872	13,260	13,648	14,036	14,424
Public Wrks. Repair	10,544	10,932	11,320	11,708	12,096	12,484	12,872	13,260	13,648	14,036	14,424
Senior Recreation Maint. Man	10,064	10,434	10,804	11,174	11,544	11,914	12,284	12,654	13,024	13,394	13,764
Public Works Repairer/Trainee	9,615	9,968	10,321	10,674	11,027	11,380	11,733	12,086	12,439	12,792	13,145
Recreation Maint.	9,615	9,968	10,321	10,674	11,027	11,380	11,733	12,086	12,439	12,792	13,145

SCHEDULE

C.

SALARY SCHEDULE

DATE

JANUARY 1, 1981

STEPS

TITLE	Salary Grade	Incre- ment	1	2	3	4	5	6	7	8	9	10	11
Traffic Maint. Worker	7	353	9,615	9,968	10,321	10,674	11,027	11,380	11,733	12,086	12,439	12,792	13,145
Senior Clerk Typist	5	321	8,776	9,097	9,418	9,739	10,060	10,381	10,702	11,023	11,344	11,665	11,986
Clerk Typist	2	281	7,660	7,941	8,222	8,503	8,784	9,065	9,346	9,627	9,808	10,189	10,470
Parking Lot Attendant	2	281	7,660	7,941	8,222	8,503	8,784	9,065	9,346	9,627	9,808	10,189	10,470

RESOLVED, That this City Council hereby ratifies the execution of the attached agreement for 1980-1981 between the City of Plainfield and Local 102, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and authorizes the Mayor and City Clerk to execute same.

Adopted by the City Council

July 21, 1980

EMILIA R. STAHURA

City Clerk

I will certify that the foregoing is a true copy.

Emilia R. Stahura
City Clerk