

DPW

AGREEMENT
BETWEEN

THE BOROUGH OF SOUTH PLAINFIELD

AND

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AGREEMENT

This Agreement, entered into this _____ day of _____, 2012 between Local Union No. 469 with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "UNION" and the BOROUGH OF SOUTH PLAINFIELD, DEPARTMENT OF PUBLIC WORKS, hereinafter referred to as the "EMPLOYER."

The effective date of this agreement is January 1, 2012 to December 31, 2014.

The EMPLOYER and the UNION agree as follows:

The within Articles of Agreement represent an accurate codification of all prior agreements, amendments and supplements to UNION contracts with

Article 1 – RECOGNITION

The EMPLOYER recognizes LOCAL UNION NO. 469, I.B.T. as the sole and exclusive bargaining agency for all blue collar employees, including working foreman of the Department of Public Works of the BOROUGH OF SOUTH PLAINFIELD in all matters pertaining to rates of pay, wages (salaries), hours of work, benefits, and other terms and conditions of employment as certified July 23, 1971, by P.E.R.C., Docket No. RO-281.

The provisions of this Agreement shall apply to all accretions to the bargaining unit(s), including but not limited to, new job classifications or groups of employees not presently provided for, newly established or acquired facilities and/or consolidation of facilities.

Excluded are managerial executives, professional and craft employees, confidential employees, office clerks, policeman and supervisors within the

with a list of such employees to the Secretary-Treasurer of LOCAL UNION 469, within ten (10) days after the dues are deducted.

After an employee has been employed for thirty one (31) days, the EMPLOYER agrees to deduct the initiation fee in four (4) consecutive weekly payments and to transmit the same as set forth above.

The UNION agrees to furnish written authorization, in accordance with law, from each employee authorizing these deductions.

The UNION will furnish the EMPLOYER a written statement of the dues and initiation fees to be deducted.

The UNION dues shall be deducted in two (2) pay periods each month. One-half (1/2) in the second pay period and one-half (1/2) in the fourth pay period.

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 the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.

4. To hire all employees, whether permanent, temporary or seasonal, to promote subject to Civil Service, transfer, assign or retain employees.

5. To set the rates of pay for Temporary or Seasonal employees within the meaning of civil service.

6. To suspend, demote or take any other appropriate disciplinary actions against any employee for good and just cause according to law.

7. Nothing contained herein shall prohibit the Employer from contracting out any work as long as it is consistent with PERC case law addresses subcontracting.

Article 5 – INSPECTION PRIVILEGES

Authorized agents of the UNION shall have access to the EMPLOYER'S establishment during working hours, at time of mutual convenience to the EMPLOYER and UNION, for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to provided, however, that there is no interruption of the EMPLOYER'S working schedule.

Article 6 – JOB STEWARDS

The EMPLOYER recognizes the right of the UNION to designate job stewards and alternatives.

The authority of job stewards and alternates so designated by the UNION shall be limited to, and shall not exceed the following duties and activities.

unauthorized acts. The EMPLOYER in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the job stewards or alternates have taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

Stewards shall be permitted, with the permission of the supervisor, to investigate, present and process grievances on or off the property of the EMPLOYER, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

Article 7 – GRIEVANCE AND ARBITRATION PROCEDURE

A 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.

An aggrieved employee shall present his/her grievance in writing within

include copies of all previous correspondence relating to the matter in dispute. The Mayor and Council or its designee shall respond, in writing, to the grievance within thirty (30) calendar days of the submission.

Step 4. The UNION representatives and the EMPLOYER representative, or any such designated person, shall meet to discuss the grievance within seven (7) working days at the completion of the previous step. In the event of failure to reach a satisfactory adjustment of the grievance within fifteen (15) working days, the grievance may be taken to arbitration by either party upon notice to the other party.

If in any of the foregoing steps either party fails to carry out the procedure involved in these steps, only the UNION or the EMPLOYER may take the dispute to arbitration.

Article 8 – ARBITRATION

An arbitrable grievance shall be limited to interpretation or application of

... of this Agreement

Article 10 – DISCHARGE OR SUSPENSION

The EMPLOYER shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of any employee, the EMPLOYER must immediately notify the employee, in writing, of his discharge or suspension and the reason therefore. Such written notice shall also be given to the shop steward and a copy mailed to the UNION office within one (1) working day from the time of the discharge or suspension.

In respect to discharge or suspension, the EMPLOYER must give at least one (1) warning notice, when it is practicable to do so, of the specific complaint against such employee, in writing, and a copy of the same to the UNION and its shop steward. The warning notice as herein provided shall not remain in effect for a period of more than twelve (12) months from the date of the occurrence upon which the complaint and warning notice are based.

Article 11 – SEPARATE OF EMPLOYMENT

Upon discharge, the EMPLOYER shall pay all money, including pro rata vacation pay, due to the employee.

Upon quitting, the EMPLOYER shall pay all money due to the employee, including pro rata vacation pay, on the payday in the week following such quitting.

Article 12 – UNION BULLETIN BOARD

Neither the EMPLOYER nor the UNION will discriminate against any employee or those seeking employment because of age, race, creed, color, sex, or national origin, nor because of membership or non-membership in any church, society or fraternity.

Any employee member of the UNION acting in any official capacity

Article 14 – WORK ASSIGNMENTS

The EMPLOYER agrees not to direct or require employee(s) to perform any work other than the work prescribed of the individual employee(s) classification (see Labor Schedule Appendix B attached), unless otherwise specifically provided for in this Agreement.

Employees shall be assigned to work in their primary classification when work is available.

When there is no work in an employee's particular classification, the employee will be assigned to the next lowest classification where work is available without loss of pay.

Employees shall not be assigned to lower classified work while any lower classified employee is assigned to work in their particular classification.

condition, a grievance may be commenced as set forth herein. The employees are subject to disciplinary action if they do not use EMPLOYER supplied safety equipment.

Article 16 – NOTIFICATION TO THE UNION

The EMPLOYER will notify the UNION, in writing, of all promotions, demotions, transfers, suspensions and discharges, within the bargaining unit.

The EMPLOYER will notify the UNION, in writing, prior to a layoff within the bargaining unit.

The EMPLOYER will provide the UNION with an updated list of covered employees showing name, address, classification, and social security number.

The EMPLOYER will notify the UNION of additions and deletions to the payroll of covered employees as they occur.

- A. Voluntary resignation
- B. Discharge for just cause
- C. Failure to return to work within ten (10) working days after being recalled by registered or certified mail, unless due to actual illness or accident. (The EMPLOYER may require substantiating proof of illness or accident.)
- D. Continuous layoff beyond recall period for reemployment outlined in this Agreement.

Article 19 – LAYOFFS AND RECALL

In the event the EMPLOYER reduces the working force, the following procedure shall apply:

1. Employees shall be laid off in the order of least total employment seniority, regardless of classification, providing the senior employees can perform the remaining work available.

receipt of notification of their intent to return to work within ten (10) working days from the date of notification.

Article 20 – POST AND BID PROCEDURE

The EMPLOYER agrees to fill all job vacancies in accordance with New Jersey Department of Personnel Regulations.

Article 21 – JOB CLASSIFICATION SHEETS

The EMPLOYER will prepare and make available to the UNION job classification sheets defining the principal functions of each job classification covered by this Agreement and any new classification coming under this Agreement.

At least thirty (30) days before putting a new classification into effect, the EMPLOYER shall give the UNION a job classification sheet. The EMPLOYER agrees that in establishing new classification, the existing classifications at that time will not in any way be eroded. The UNION may recommend changes in the classification sheet and discuss with the EMPLOYER the hourly rate of pay

start of the eleventh (11th) hour and an additional one-half (1/2) hour lunch period for each subsequent four (4) hours of work.

The EMPLOYER agrees to guarantee an employee a minimum of two (2) hours work or pay in lieu thereof at the applicable premium rate of pay whenever an employee is required to remain at work beyond quitting time.

The EMPLOYER agrees to guarantee an employee a minimum of three (3) hours of work or pay in lieu thereof at the applicable premium rate of pay whenever such employee is called in to work outside regular hours on any day, including Saturday, Sunday and holidays. With conditions permitting in accordance with the agreed procedures for call-in, two employees will be called in as a safety precaution based on the policies and procedures established by the EMPLOYER. Illustrations of such activities are as follows:

Salting, trees fallen where they have to be cut up, T.L. down;

Chemical spills

Provisions shall be made to have an additional person available for loading of sanders and salters.

Article 24 – RATES OF PAY

Employees will be classified in accordance with skills used and shall be paid not less than the minimum for such classifications in accordance with the Table of Job Classifications, as attached hereto along with Rates of Pay in Labor Schedule Appendix B which are attached hereto and made a part of this Agreement together with any and all amendments and supplements which are agreed to in the future and specifically incorporated by reference into this Article and Codification.

Employees hired in the laborer classification who do not receive the maximum rate of pay for the classification, shall receive the next higher increment rate at the beginning of each contract year until the employee

employee exists, then the offer shall be made to the qualified employee with the greatest employment seniority from within the second next lower classification, etc.

Operators of Jet Vac, Sewer Vac & Bucket Truck (used during tree trimming operations) will receive the same rate as the Heavy Equipment Operator.

Similarly, other skilled labor such as masonry and carpentry shall be paid at the truck driver rate.

The EMPLOYER agrees to pay a two (\$2.00) dollar per hour premium for the hours worked by an employee assigned to work emergency situations, as designated by the Middlesex County Hazmat, NJ Department of Environmental Protection and/or The Borough's Office of Emergency Management.

The EMPLOYER agrees to pay an additional three hundred (\$300.00) dollars per year to bucket truck operators and sewer jet operators for hazardous

work if the employee has worked at least 300 hours in that capacity

5. Whenever a snow assignment is uninterrupted and continues into the employee's next regularly scheduled work day, all hours worked during said assignment shall be at premium pay, until such time as the Mayor or his appointed representative determines that the roads are open.

The opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earning within each class of work, provided the employee is qualified, mentally and physically, to perform the overtime assignment. Each employee will be given five (5) minutes to call back to accept the overtime assignment.

Overtime pay to employees working at the Borough Compactor and Compost area located in the landfill area shall be computed at one and one-half (1 ½) times the straight hourly rate. In no event, however, to be greater than one and one-half (1 ½) times the straight hourly rate of heavy equipment operator. If any employee is out sick on Friday, he/she shall not be entitled to

The EMPLOYER agrees to pay longevity entitlement in accordance with the following formula:

"Current Annual Salary, multiplied by total longevity percentage entitlement, equals total longevity pay." Longevity pay shall be considered as part of base wages for the purpose of computing overtime pay, holiday pay, vacation pay, sick pay and retirement.

Longevity entitlement is based on each employee's initial hire date.

All employees hired after 1/1/94 shall not be entitled to longevity.

Article 29 – HOLIDAYS/PERSONAL DAYS

The EMPLOYER agrees to pay each employee eight (8) hours pay without working for each of the following holidays:

1. New Year's Day
2. Martin Luther King Day
3. Washington's Birthday

In the event a holiday in the Agreement falls during an employee's vacation period, such employee shall enjoy an additional day off.

All employees shall be granted four (4) personal days per year to be taken during the calendar year in which it is accrued. There will be no required notice for the utilization of personal days, however personal days shall be subject to the approval of the Superintendent, after his determination that there will be adequate coverage of departmental functions and duties for the requested day. Personal days shall be taken in increments of not less than $\frac{1}{4}$ day. Unused personal days may not be carried forward to the next calendar year and shall be forfeited if not used.

Article 30 – VACATIONS

Vacation entitlement shall be based on the employee's total employment seniority accrued to December 31st of the preceding year.

Vacation pay shall be based on forty (40) hours straight time pay for the

only upon approval of the Superintendent after his determination that there will be adequate coverage of departmental functions and duties for the requested day.

Article 31 – VACATION SCHEDULE

On completion of six (6) months, employee is entitled to one (1) day for each month worked up to one (1) year	12 days/pay
On completion of one (1) year	12 days w/pay
On completion of two (2) years	12 days w/pay
On completion of five (5) years	15 days w/pay
On completion of ten (10) years	18 days w/pay
On completion of fifteen (15) years	21 days w/pay
On completion of twenty (20) years	24 days w/pay
On completion of twenty-five (25) years	29 days w/pay

Carryover of vacation time shall be in accordance with the Borough's

All employees on the payroll since 1/1/94 shall enjoy the same sick time buy back as in the past.

Article 33 - HEALTH CARE INSURANCE PROGRAM

The EMPLOYER shall provide each employee and eligible dependents health care insurance as follows:

1. Comprehensive hospital, surgical and major medical subject to

- (a) \$200.00 deductible
- (b) 90/10 Co-Insurance
- (c) \$1,000,000.00 lifetime maximum major medical

2. Dental Insurance

- (a) 100% for preventative and diagnostic
- (b) 80% for remaining basic services
- (c) 80% for crowns prosthodontics and orthodontic services
- (d) Maximum per year patient \$2,000

the provision of the resolution adopted by the Mayor and Council on February 23, 1981.

4. Optical Plan

The EMPLOYER agrees to provide an eye examination for each employee together with prescription eyeglasses every other year. The combined cost to the EMPLOYER for the eye exam and the prescription eye glasses and/or contact lenses shall not exceed \$200.00 per year.

Lost or damaged eye glasses or lenses will be replaced at full value if lost or damage occurred on the job.

EMPLOYER agrees to notify employees prior to any change in the Borough's health care policies which may adversely affect said employee's coverage.

Article 34 – GROUP INSURANCE AND PENSION

Each employee shall be enrolled for all benefit entitlements provided within the Public Employee Retirement System as well as health benefits listed in Article 23 for the employees and their spouses.

parents, parents-in-law, grandparents, grandchildren of employee or spouse, (This provision also applies for any other relative who has continuously resided with the employee for at least one (1) year prior to death).

Funeral leave with pay shall not exceed five (5) working days.

Employee shall be granted a leave for three (3) days in the event of the death of cousins (of employee or spouse) aunt (of employee or spouse) and uncle (of employee or spouse) of a brother-in-law, sister-in-law, cousins and aunt or uncle.

In all cases, the EMPLOYER may request submission of proof.

Article 37 – JURY DUTY

An employee who is called to jury duty shall immediately notify the EMPLOYER.

An employee who is excused from jury duty service on any day shall report for work on such day.

An employee shall not be required to report back for work on any day

event will his/her employment service credit status be less than that provided by applicable government laws and regulations.

Article 39 – UNIFORMS

Uniform reimbursement of \$500 will be provided to employees hired after 1/1/10. Receipts are to be provided to Finance for reimbursement within 30 days of purchase.

Uniform will consist of Dickie-style blue shorts, either a blue golf style shirt, a plain blue tee shirt as well as optional orange shirt. Employees are prohibited from wearing cut-off shorts as well as shirts with cut-off sleeves or cutoff collars. Employees are permitted to wear baseball style caps. All other headwear is prohibited.

Fall/Winter (October 1 through April 30)

Uniform will consist of blue khaki-style pants, a blue long sleeve shirt or a plain blue sweat shirt. Employees are permitted to wear baseball style caps

Article 42 – COMPENSATION CLAIMS AND DISABILITY PROGRAM

1. The EMPLOYER shall provide worker's compensation protection for all employees or the equivalent thereof if the injury arose out of or in the course of employment.

In the event that an employee is injured on the job, the EMPLOYER shall pay such employee his day's guarantee for that day lost because of such injury. An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate of pay for the balance of his/her regular shift or overtime guarantee on that day. An employee who has returned to his/her regular duties after sustaining a compensable injury who is required by the worker's compensation doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for such time.

2. Effective upon the signing of the Collective Bargaining

competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any supplements or riders thereto, or the application of such article or section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either EMPLOYER or UNION for the purpose of attempting to arrive at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal recourse in support of its demands notwithstanding any

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 signed this Agreement.

C. It is in the interest of the parties that the provisions of this Agreement except where noted in this Agreement will supersede all prior agreements and understandings, 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 or claims which may be asserted. The UNION 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, except as provided in paragraph E. It is mutually understood that this clause is clear waiver as to any right or claim not expressed in this Agreement.

D. This Agreement is separate and distinct from, and independent of all other Agreements entered into between the UNION and other organizations, irrespective of any similarity between this Agreement and any such other

is served by either party upon the other at least sixty (60) days prior to the date of expiration.

Article 48 – EATING FACILITIES

Upon selection by the UNION, in conjunction with the EMPLOYER, of a suitable and sanitary site within the existing Public Works Department buildings, the EMPLOYER will provide a suitable and sanitary area for those employees desiring to bring in their own meals to eat on Public Works Department premises. It is not the intention of this provision that the EMPLOYER provide cooking facilities or meals to the employees of the UNION.

Article 49 – TERMINAL LEAVE

Employees of the UNION shall have rights with regard to terminal leave as defined in existing Borough Ordinances and their amendments and supplements.

Article 50 – SNOW DAYS

The EMPLOYER agrees to provide employees of the UNION with time off for

Article 52 – OPERATIONS

It is understood and agreed that at no time shall any employee conduct scavenging operations within or about the Landfill site located in the Borough of South Plainfield.

Article 53 – RATES OF PAY SCHEDULE

The rates of pay for employees are set forth in the specific Salary and Wage Ordinance adopted by EMPLOYER for the term of the recent contract negotiations and said Ordinance is hereby incorporated by reference into this codification and is affixed hereto as **Labor Schedule Appendix B**.

SIGNATURE

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, caused their presents to be signed by their proper officers and their corporate seals to be hereto affixed the day and year first above written.

LOCAL UNION 469, Affiliated with
The International Brotherhood of
Teamsters, Chauffeurs, Warehousemen
And Helpers of America

ATTEST:

By 

HEALTH BENEFITS – APPENDIX A

Salary Level	Contributions per Statute
\$30,001 - \$35,000	\$650.00 per year
\$35,001 - \$40,000	\$900.00 per year
\$40,001 - \$45,000	\$1,250.00 per year
\$45,001 - \$50,000	\$1,500.00 per year
\$50,001 +	\$1,950.00 per year

**Department of Public Works
Positions & Rates
2012-2014**

Position	20	
	* A	
General Supervisor	34.85	
Supervisor	32.03	
Senior Sewer Repairman	28.19	
Heavy Equipment Operator	28.19	
Mechanic - Class A	28.19	
Mechanic - Class B	27.16	
Mechanic - Class C	22.55	
Truck Driver	22.55	
Sewer Repairman	22.55	
Building Maintenance	22.50	
Laborer IV	19.48	
Laborer III	17.43	
Laborer II	17.43	
Laborer I	15.38	

C3 Sanitary Sewer Operator

*Column A applies to all empl

Laborer Steps	
Step 1	0-12 months
Step 2	13-24 months
Step 3	25-36 months
Step 4	37-48 months