

THIS BOOK DOES NOT CIRCULATE

1976-1977

PREAMBLE

Union County

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 the Plainfield Municipal Employees Association, hereinafter called the "PMEA".

WITNESSETH:

WHEREAS, the City and PMEA recognize and declare that the providing of 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, 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 PMEA as the sole and exclusive collective bargaining representative for City employees with the following exclusions from the bargaining unit.

1. Employees represented by the Teamsters, PBA, FMBA, and FOA, and employees of the Signal Division.
2. Employees in management positions specifically identified as the City Administrator, Department Directors, and Division Directors. For the purpose of this subsection the positions of Director of Project Alert, Relocation Officer, Supervisor of Rehabilitation of Dwellings, Traffic Engineer, Supervisor of Communications and Deputy Director of Municipal Disaster Control will be considered Division Directors.
3. Employees in confidential positions specifically identified as clerical personnel reporting to the

Mayor, City Administrator, and Personnel Director. Employees affected by this sub-section shall total no more than three.

4. Part-time employees who are not permanent employees. For the purposes of this sub-section seasonal employees and School Crossing Guards are not considered part-time permanent employees.

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. 34:13-1 et. Seq. as amended in good-faith effort 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.

Continuing Review of this Agreement

2-3. Representatives of the City and the PMEA negotiating committee shall meet once each month, if requested by either party, 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 as established by the rules, regulations and/or policies of the City in force on said date, 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 PMEA or any individual employee covered by this Agreement is hereby superseded.

2-5. The City agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 1 of this Agreement, with any organization other than the PMEA for the duration of this

Agreement.

2-6. 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.

2-7. 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 - GRIEVANCE PROCEDURE

Definition: A grievance for the sake of this agreement shall be considered as any dispute between the parties concerning the application or interpretation of final agreement reached through these negotiations or the interpretation, application, performance, termination, working conditions, breach of this agreement thereof, and shall be processed and disposed of in the following manner.

Verbal Grievance: Whenever an employee has a grievance as set forth and defined in the definition stated herein, he/she shall first present it verbally to his/her immediate supervisor. It shall be the responsibility of the supervisor to attempt to arrange a mutually satisfactory settlement of the grievance immediately or advise the employee of his inability to do so.

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

FORMAL WRITTEN GRIEVANCE:

Step #1. The employee will prepare the grievance in duplicate. The grievance should be stated as completely and as clearly as possible, in order to permit prompt handling. The grievance shall be forwarded to the employee association representative who shall immediately present one copy of the grievance to the Division Head.

The other copy of the grievance shall be presented by the association representative to the employee's immediate supervisor (to whom the grievance was presented verbally). The supervisor shall report the facts and events which led to its presentation in writing, including in his/her written report any verbal answer he/she may have previously given to the employee concerning this grievance. Within two (2) working days after receipt of the written grievance the supervisor must present it with the required information to the Division Head. The Division Head will attempt to find a mutually satisfactory solution to the grievance within five (5) working days. Failing a solution, the grievance accompanied by a written report on the matter prepared by the Division Head must be forwarded to the Department Head and the Personnel Director;

Step #2. The Department Head in conjunction with the Personnel Director will attempt to find a mutually satisfactory solution to the grievance within five (5) working days. Failing a solution the grievance accompanied by written reports on the matter by the Department Head and the Personnel Director must be forwarded to the City Administrator;

Step #3. The City Administrator will attempt to find a mutually satisfactory solution to the grievance within five (5) working days. Failing a solution, the grievance accompanied by a written report on the matter by the City Administrator must be forwarded to the Mayor.

The Mayor having all inputs resulting from the sequential progression will then consider and formally act on the complaint within five (5) working days.

(a). 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.

(b). Employees grievances shall be presented to the Division Head on forms prepared by the PMEA. The grievance procedure, as contained in this contract, shall be strictly adhered to. It is

understood that employees must sign their individual grievances. Grievances without an employee's signature shall not be accepted or processed.

ARTICLE 4 - EMPLOYEES RIGHTS AND RESPONSIBILITIES

Employees' rights and responsibilities shall be in accordance with Section 11 of the Municipal Code of the City of Plainfield.

ARTICLE 5 - CITY'S RIGHTS AND PRIVILEGES

5-1 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.

5-2. Maintenance of Operations

The PMEA covenants and agrees that during the term of the Agreement, neither the PMEA 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/her duties of employment), work stoppage, slowdown, walkout or other mass absenteeism against the City. The PMEA agrees that such action would constitute a material breach of this section of the 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 PMEA member shall be deemed grounds for disciplinary action including possible termination of employment of such employee or employees.

Nothing contained in this Agreement 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 PMEA or its members. It is understood that the PMEA has the same legal rights outlined in this paragraph.

ARTICLE 6 - SALARIES

6-1. The salary guide for all employees for 1976 and 1977 are set forth in Attachment A and B of this Agreement. Employees who were at Step 4 or lower in 1975 will be placed in the 1976 salary guide at the closest figure above their 1975 salary and will be eligible for two (2) increment steps in 1976 and two (2) increment steps in 1977 in accordance with the provisions of Section 11:7-5 of the Plainfield Municipal Code. The same procedure will be followed for employees at step 4-1/2 in 1975 except that such employees will be eligible for one (1) increment step in 1976. Employees at maximum salary in 1975 will be moved to step 9 in the 1976 salary guide and be eligible to move to step 10 effective January 1, 1976 and step 11 effective September 1, 1976. It is understood that the City will attempt to generate savings in 1976 to fund the movement from step 10 to step 11 effective September 1 so that it can be paid to eligible employees in a lump sum in December of 1976. If the City is unable to make this payment in

December of 1976, it will be paid in January of 1977.

6-1A. Notwithstanding 6-1 above, any employee hired after July 1, 1976 and before September 30 will be eligible for one increment step in 1977. Any employee hired after September 30 will not be eligible for an increment in 1977.

6-2. The City agrees that should the percentage increase in the cost-of-living for the twelve month period from October 1, 1975 through September 30, 1976 exceed 8.5% as determined by the United States Department of Labor Bureau of Labor Statistics, Consumer Price Index for the New York, northeast New Jersey Standard Consolidated Area, each step on the 1977 salary guide will be increased by .5% for each full 1% increase over an 8.5% increase in the Cost of Living. This increase is applicable only to full 1% increases over an 8.5% increase, not portions thereof.

6-3. The City agrees to provide, for the year 1976 only, a transition payment to the new salary guide in the amount of \$150.00 to all employees. The City will make every effort to make this payment in December, 1976, but if there are not sufficient funds available at such time, said payment will be made in January, 1977. The benefits conferred by this subsection are applicable to those individuals who were full-time employees of the City as of July 1, 1976 and who continue to be full-time employees in good standing through December 31, 1976.

ARTICLE 7 - LONGEVITY

7-1. 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 service in the following amounts:

	<u>1976</u>	
10 years service	\$	300
15 years service	\$	600
20 years service	\$	900
25 years service	\$	1200

	<u>1977</u>	
10 years service	\$	300
15 years service	\$	800
20 years service	\$	1100
25 years service	\$	1400

7-2. 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.

7-3. In addition the City agrees to the following exceptions:

- A. Employees now receiving longevity at eight (8) and nine (9) years will be paid in accordance with the schedules above, as if they had served ten (10) years.
- B. Any full-time employee on July 1, 1976 will be paid their first longevity payment after completing eight (8) years of service under the constraints of Section 7-2 of this Agreement and the provisions of Section 11:4-1 of the Municipal Code.
- C. If the computation of longevity as set forth in the 1975 salary ordinance using the 1976 salary guide results in a higher figure than the 1976 longevity payment schedule above, the employee will receive the higher longevity amount. If the 1976 longevity payment is higher than the 1977 longevity payment, as reflected in Section 7-1 above, the employee will continue to receive the 1976 longevity payment total in 1977.

ARTICLE 8 - INSURANCE PROTECTION

8-1. 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.

8-2. The City agrees that during the duration of this Agreement it will neither seek to nor negotiate changes that will result in

reduction of the coverage or benefits as provided by plans listed in this article.

ARTICLE 9 - VACATIONS AND HOLIDAYS

9-1. All members of the PMEA will earn vacation as set forth in Section 11:9 of the Plainfield Municipal Code of the City of Plainfield and detailed below. Vacation schedules shall be established by the City taking into account the needs of the municipality and the desires of the employees. The vacation schedule is as follows:

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 or more years of service	26 days

9-2. The City agrees to grant the following official holidays with pay to the members of the PMEA in accordance with Section 11:8-2 of the Municipal Code of the City of Plainfield:

1. New Year's Day
2. Washington's Birthday
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Thanksgiving Day
10. Friday after Thanksgiving
11. Half day Christmas Eve and half day New Year's Eve
12. Christmas Day

9-3. It is agreed that all holidays ordered by the Governor of the State of New Jersey shall accrue to the employees covered by this contract provided that the granting of such day is approved by the Mayor or Acting Mayor of the City of Plainfield. If the Mayor or Acting Mayor are not available, the City Administrator may grant such a day.

ARTICLE 10 - MISCELLANEOUS

10-1. This Agreement constitutes City policy for the term of said Agreement, and the City shall carry out the commitments herein and give them full force and effect as City policy.

10-2. The City and the PMEA agree that there shall be 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. Nothing in this section shall prohibit the City from complying with its affirmative action obligations with regards to Federal, State, and Local laws. Any affirmative Action obligations affecting the membership of the PMEA will be discussed with the PMEA before fulfilling such obligations.

10-3. Copies of this Agreement together with copies of the City Personnel Ordinance shall be available for review to members of the PMEA.

10-4. 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. Amendments to such ordinances subsequent to the adoption of this Agreement referring to matters contained herein, shall have no effect upon this Agreement without consent of all parties hereto.

10-5. 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 as provided in Section 11:7-5 (c) of the Municipal Code of the City of Plainfield for all hours actually worked in that classification during the particular week, provided 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/her Department Director. Assignments to higher classifications should be made only when there is a direct career ladder relationship. Employees whose class title is that of "Deputy" or "Assistant" will not be paid at the higher rate when assigned to the higher functions since takeover for their immediate supervisor is considered as part of their regular duties.

10-6. Bereavement Time

The City agrees that the definition of immediate family under Section 11:9-8 of the Plainfield Municipal Code shall include grandparent and grandchild. In addition, an employee covered by this contract shall be eligible for one day of death leave with pay after the death of a relative not a member of the immediate family as defined in Section 11:9-8 of the Plainfield Municipal Code. Death leave shall begin the day after the death of a relative.

10-7. The City agrees that the development of individual employees is to the advantage of both the employee and the City and therefore will provide employees the opportunity to request the Personnel Office to evaluate their present positions and to discuss and

counsel the employee's educational and training opportunities which would personally develop the employee and thereby increase the employee's efficiency and effectiveness on the job with the possibility of advancement, due to the use of the gained skill. Financial Assistance for educational courses will also be discussed at these meetings.

10-8. It is expressly understood that the provisions of this Agreement, as far as they are applicable to employees whose positions are primarily funded from non-City sources, will be applicable to such employees only to the extent of continued non-City funding and the level of such funding.

ARTICLE 11-CIVIL SERVICE RULES

As provided in the Civil Service code N.J.A.C. 4:1-1.1 through 23.7, it is understood that the employer and the employee's representative will adhere to and observe all the rules and regulations governed by the Civil Service Rules of the State of New Jersey.

ARTICLE 12 - DURATION OF AGREEMENT

This Agreement shall be effective as of January 1st, 1976, and shall continue in effect until December 31st, 1977 subject to the PMEA'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.

IN WITNESS WHEREOF, the PMEA has caused this Agreement to be signed by its President and Secretary, and the City has caused this Agreement to be signed by the Mayor and City Clerk, and its corporate seal to be placed hereon, all on the day and year first above written.

PLAINFIELD MUNICIPAL EMPLOYEES ASSOCIATION

By: *Frank J. Bitt* 9/8/76
President Date

ATTEST:

Josephine J. Conger 9/8/76
Secretary Date

CITY OF PLAINFIELD

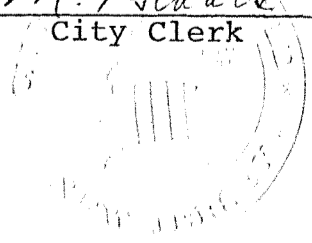
By: *Paul J. Okoff* 9/8/76
Mayor Date

Approved as to Form and Sufficiency

Paul H. Blatz 9/8/76
Corporation Counsel Date

ATTEST:

Bernice M. Staats 9/8/76
City Clerk Date



GRADE	INCREMENT	1	2	3	4	5	6	7	8	9	10	11
1	204	5564	5768	5972	6176	6380	6584	6788	6992	7196	7400	7604
2	213	5824	6037	6250	6463	6676	6889	7102	7315	7528	7740	7954
3	223	6090	6313	6536	6759	6982	7205	7428	7651	7874	8097	8320
4	233	6377	6610	6843	7076	7309	7542	7775	8008	8241	8474	8707
5	244	6679	6923	7167	7411	7655	7899	8143	8387	8631	8875	9119
6	256	6986	7242	7498	7754	8010	8266	8522	8778	9034	9290	9546
7	268	7313	7581	7849	8117	8385	8653	8921	9189	9457	9725	9993
8	281	7661	7942	8223	8504	8785	9066	9347	9628	9909	10190	10471
9	293	8025	8318	8611	8904	9197	9490	9783	10076	10369	10662	10955
10	308	8401	8709	9017	9325	9633	9941	10249	10557	10865	11173	11481
11	322	8806	9128	9450	9772	10094	10416	10738	11060	11382	11704	12026
12	337	9215	9552	9889	10226	10563	10900	11237	11574	11911	12248	12585
13	354	9659	10013	10367	10721	11075	11429	11783	12137	12491	12845	13199
14	371	10120	10491	10862	11233	11604	11975	12346	12717	13088	13459	13830
15	388	10608	10996	11384	11772	12160	12548	12936	13324	13712	14100	14488
16	407	11117	11524	11931	12338	12745	13152	13559	13966	14373	14780	15187
17	426	11657	12083	12509	12935	13361	13787	14213	14639	15065	15491	15917
18	447	12217	12664	13111	13558	14005	14452	14899	15346	15793	16240	16687
19	469	12806	13275	13744	14213	14682	15152	15621	16090	16559	17028	17497
20	491	13424	13915	14406	14897	15388	15879	16370	16861	17352	17843	18334
21	515	14071	14586	15101	15616	16131	16646	17161	17676	18191	18706	19221
22	540	14756	15296	15836	16376	16916	17456	17996	18536	19076	19616	20156
23	567	15473	16040	16607	17174	17741	18308	18875	19442	20009	20576	21143
24	594	16225	16819	17413	18007	18601	19195	19789	20383	20977	21571	22165
25	623	17017	17640	18263	18886	19509	20132	20755	21378	22001	22624	23247
26	653	17849	18502	19155	19808	20461	21114	21767	22420	23073	23726	24379
27	685	18724	19409	20094	20779	21464	22149	22834	23519	24204	24889	25574
28	719	19633	20352	21071	21790	22509	23228	23947	24666	25385	26104	26823
29	754	20595	21349	22103	22857	23611	24365	25119	25873	26627	27381	28135
30	790	21607	22397	23187	23977	24767	25557	26347	27137	27927	28717	29507
31	830	22664	23494	24324	25154	25984	26814	27644	28474	29304	30134	30964
32	870	23781	24651	25521	26391	27261	28131	29001	29871	30741	31611	32481
33	913	24946	25859	26772	27685	28598	29511	30424	31337	32250	33163	34076

Comment:

1976 Salary Guide Attachment A

GRADE	INCREMENT	1	2	3	4	5	6	7	8	9	10	11
1	196	5351	5547	5743	5939	6135	6331	6527	6723	6919	7115	7311
2	205	5598	5803	6008	6213	6418	6623	6828	7033	7238	7445	7648
3	214	5858	6072	6286	6500	6714	6928	7142	7356	7570	7784	7998
4	224	6132	6356	6580	6804	7028	7252	7476	7700	7924	8148	8372
5	235	6418	6653	6888	7123	7358	7593	7828	8063	8298	8533	8768
6	246	6718	6964	7210	7456	7702	7948	8194	8440	8686	8932	9178
7	257	7035	7292	7549	7806	8063	8320	8577	8834	9091	9348	9605
8	270	7367	7637	7907	8177	8447	8717	8987	9257	9527	9797	10067
9	282	7714	7996	8278	8560	8842	9124	9406	9688	9970	10252	10534
10	296	8079	8375	8671	8967	9263	9559	9855	10151	10447	10743	11039
11	310	8463	8773	9083	9393	9703	10013	10323	10633	10943	11253	11563
12	324	8861	9185	9509	9833	10157	10481	10805	11129	11453	11777	12101
13	340	9289	9629	9969	10309	10649	10989	11329	11669	12009	12349	12689
14	356	9734	10090	10446	10802	11158	11514	11870	12226	12582	12938	13294
15	373	10200	10573	10946	11319	11692	12065	12438	12811	13184	13557	13930
16	391	10691	11082	11473	11864	12255	12646	13037	13428	13819	14210	14601
17	410	11205	11615	12025	12435	12845	13255	13665	14075	14485	14895	15305
18	430	11745	12175	12605	13035	13465	13895	14325	14755	15185	15615	16045
19	451	12313	12764	13215	13666	14117	14568	15019	15470	15921	16372	16823
20	472	12908	13380	13852	14324	14796	15268	15740	16212	16684	17156	17628
21	495	13532	14027	14522	15017	15512	16007	16502	16997	17492	17987	18482
22	519	14190	14709	15228	15747	16266	16785	17304	17823	18342	18861	19380
23	545	14879	15424	15969	16514	17059	17604	18149	18694	19239	19784	20329
24	571	15602	16173	16744	17315	17886	18457	19028	19599	20170	20741	21312
25	599	16363	16962	17561	18160	18759	19358	19957	20556	21155	21754	22353
26	628	17162	17790	18418	19046	19674	20302	20930	21558	22186	22814	23442
27	659	18000	18659	19318	19977	20636	21295	21954	22613	23272	23931	24590
28	691	18880	19571	20262	20953	21644	22335	23026	23717	24408	25099	25790
29	725	19803	20528	21253	21978	22703	23428	24153	24878	25603	26328	27053
30	760	20774	21534	22294	23054	23814	24574	25334	26094	26854	27614	28374
31	798	21793	22591	23389	24187	24985	25783	26581	27379	28177	28975	29773
32	837	22864	23701	24538	25375	26212	27049	27886	28723	29560	30397	31234
33	878	23986	24864	25742	26620	27498	28376	29254	30132	31010	31888	32766

Comment:

LIBRARY
Institute of Management and
Labor Relations

MAY 19 1977

RUTGERS UNIVERSITY

RESOLVED, That this City Council hereby ratifies the execution of the attached agreement for 1976-1977 between the City of Plainfield and the Plainfield Municipal Employees' Association (PMEA), and authorizes the Mayor and City Clerk to execute same.

Adopted by the City Council September 7, 1976

Bernice M. Staats

City Clerk

This will certify that the fore-
going is a true copy.

Bernice M. Staats
.....
City Clerk