

PREAMBLE

This AGREEMENT entered into this _____ day of _____ 1972, by and between the City of Plainfield, a municipal corporation of the State of New Jersey, hereinafter called the "City" and Plainfield's City Hall Employees Association, hereinafter called "CHEA."

WITNESSETH:

WHEREAS, the City and CHEA 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, 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 recognized CHEA as representative for collective negotiation concerning the terms and conditions of employment for all City employees with the exception of and all uniformed employees of the Police and Fire Division, whether on active employment or leave of absence authorized by the City. This in no way means that heads of divisions and those employees in management positions are to be represented in these collective negotiations.

ARTICLE 2 - NEGOTIATION PROCEDURE

2-1. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws 1968 in a 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.

2-3.

Continuing Review of this Agreement

Representatives of the City and the CHEA 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 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 benefits 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 CHEA 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 CHEA 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

3-1. Procedures governing grievances by employees shall be in accordance with Section 11:13 of the Municipal Code of the City of Plainfield and amendments thereto.

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 - CITIES RIGHTS AND RESPONSIBILITIES

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 efficiency, is solely a responsibility of the City. Accordingly, the City retains the rights, including but not limited, to select and direct the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons as set forth in State law local ordinance or applicable rules and regulations; decide the number and location of its facilities, stations, etc., determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work together with the selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

5-2. Ban On Strikes

It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is of paramount importance to the citizens of the community and that there should be no unlawful interference with such operation. Parties hereto agree that there will not be and that the Association, its officers, members, agents, or principals will not engage in strikes, slow-downs, lockouts or organized mass absenteeism. The City shall have the right to discipline or discharge any employee participating in a strike, slowdown, lock-out or organized mass absenteeism.

ARTICLE 6 - SALARIES

The salary ranges of all employees are set forth in City Ordinance MC 1972-4 and MC 1972-5. Any amendments to these ordinance shall pertain and shall in no way alter the intent of this Agreement.

ARTICLE 7 - INSURANCE PROTECTION

7-1. The City shall pay the entire cost of Major Medical Insurance Basic Medical Insurance which shall be Blue Cross-Blue Shield including Rider D or their equivalent as determined by the City for all full time members and their families.

7-2. In addition to insurance coverage already in existence the City shall provide a disability income insurance plan to begin July 1, 1972, which shall provide income of 50% of the employee's present salary following the utilization of all sick and vacation leave or workmen's compensation benefits that would be forthcoming or a 180 day waiting period whichever is longer.

ARTICLE 8 - MISCELLANEOUS

8-1. 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.

8-2. If any provision of this Agreement or any application of this Agreement to any employee or group 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.

8-3. The City and the CHEA 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.

8-4. Copies of this Agreement together with copies of the City Personnel Ordinance shall be available for review to member of the CHEA.

8-5. 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.

6-6. Retroactive to January 1, 1972, 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 to 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. The specific formula for the pay adjustment will be as follows: Increment step of grade of new title added to employees present base rate adjusted to next higher one-half (1/2) step in the grade of the new title.

8-7. The City agrees that if any other employee group is granted salary increases in excess of 2% of the 1971 salary ranges that said increases shall also apply to CHEA membership.

8-8. The City agrees that the development of a performance and improvement evaluation system will be done in consultation with CHEA. Upon the development of the system the City agrees to furnish CHEA with the descriptive details of such a system.

ARTICLE 9 - DURATION OF AGREEMENT

This Agreement shall be effective as of January 1st, 1972, and shall continue in effect until December 31st, 1972, subject to the CHEA's and the City's right to negotiate over as 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 CHEA has caused this Agreement to be signed by its President and Secretary, and City has caused this Agreement to be its City Clerk and its corporate seal to be placed hereon, all on the day and year first above written.

CITY HALL EMPLOYEE ASSOCIATION

By: _____
President

Attest:

Secretary

CITY OF PLAINFIELD

By: _____
Mayor

Attest:

City Clerk