

AGREEMENT

Between

CITY OF PLAINFIELD *city of*

and

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

Members of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America

X

January 1, 1984 - December 31, 1985

Murray & Granello, Esquires
25 Sycamore Avenue
Little Silver, N.J. 07739
(201) 747-2300

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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.

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

ARTICLE I
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 and Repairman Foreman, Parking Meter Collector and Repairer, Public Works Foreman, Public Works Repairer-Trainee, Senior Recreation Maintenance Foreman, Recreation Maintenance Worker, Senior Clerk Typist, Senior Public Works Repairer, Senior Recreation Maintenance Worker, Public Works Repairer, Traffic Maintenance Foreman, Traffic Maintenance Worker, Recycling Program Manager, Recycling Program Aide.

ARTICLE II

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 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 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 III

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 (85%) percent 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 representative 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 amount 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 of 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 IV

GRIEVANCE PROCEDURE

4-1. Procedures governing grievances by employees shall be in accordance with Section 11:13-1 of the Municipal Code of the City of Plainfield and amendments thereto.

ARTICLE V

EMPLOYEES RIGHTS AND RESPONSIBILITIES

5-1. Employees rights and responsibilities shall be in accordance with Chapter 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 VI

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

ARTICLE VII

SALARIES

7-1. The salary guides for employees covered by this Agreement are set forth in Attachments A and B. They reflect a five and three-tenths (5.3%) percent across the board increase for 1984 and a five and three-tenths (5.3%) percent increase for 1985.

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 11:7-2 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 11:7-2 and will not be eligible for additional vacation days under Section 11:9-1(c).

ARTICLE VIII

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 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 IX

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 and their dependents covered by this agreement. 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 (50%) percent 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 (50%) percent of the employee's salary up to the expiration of the one hundred and eighty (180) day waiting period. Such payment of fifty (50%) percent 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 X

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. When 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 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. For the years 1984 and 1985, in accordance with Section 11:8-2(c) of the Municipal Code, the following Christmas and New Year Holiday schedule will be observed:

1984

Half-Day Christmas Eve	- observed December 24th
Christmas Day	- observed December 25th
Half-Day New Year's Eve	- observed December 31st
New Year's Day	- observed January 1st

1985

Half-Day Christmas Eve	- observed December 24th
Christmas Day	- observed December 25th
Half-Day New Year's Eve	- observed December 31st
New Year's Day	- observed January 1st

ARTICLE XI

SICK LEAVE

11-1. In the first calendar year of employment, employees shall be entitled 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 XII

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 XIII

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 XIV
MISCELLANEOUS

14-1. This Agreement constitutes City policy for the terms of said Agreement, and the City shall carry out the commitments contained herein and given full force and effect as City policy.

14-2. 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 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 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 \$2.50 meal money to each Teamster employee who works two (2) hours over the normal shift in performing snow removal duties. Said employees will receive \$2.50 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 Human Resources Manager of 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.

14-9. Effective within a reasonable period after the signing of this Agreement, six (6) Crew Chief positions to Grade 12 will be designated by the City.

ARTICLE XV

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 XVI

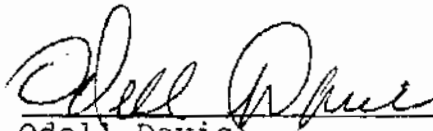
DURATION OF AGREEMENT

16-1. This Agreement shall be effective as of January 1, 1984 and shall continue in effect through December 31, 1985, subject to the Union's and the City's right to negotiate over a successor agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

1	2	3	4	5	6	7	8	9	10	11		
1	344	9,435	9,679	10,023	10,366	10,710	11,054	11,397	11,741	12,085	12,429	12,772
2	358	9,709	10,127	10,485	10,843	11,201	11,559	11,917	12,276	12,634	12,992	13,350
3	375	10,204	10,579	10,954	11,329	11,703	12,078	12,453	12,828	13,203	13,577	13,952
4	393	10,682	11,075	11,467	11,860	12,252	12,645	13,037	13,430	13,822	14,215	14,607
5	409	11,102	11,601	12,011	12,420	12,829	13,238	13,647	14,055	14,465	14,875	15,284
6	430	11,711	12,141	12,572	13,002	13,432	13,862	14,292	14,723	15,153	15,583	16,013
7	451	12,263	12,715	13,166	13,617	14,069	14,520	14,971	15,422	15,874	16,325	16,776
8	472	12,836	13,308	13,780	14,253	14,725	15,197	15,670	16,142	16,614	17,087	17,559
9	495	13,448	13,942	14,437	14,931	15,426	15,920	16,415	16,909	17,404	17,898	18,393
10	519	14,086	14,605	15,124	15,643	16,162	16,681	17,200	17,719	18,238	18,756	19,275
11	542	14,755	15,297	15,839	16,382	16,924	17,466	18,008	18,550	19,093	19,635	20,177
12	568	15,439	16,007	16,574	17,142	17,710	18,278	18,845	19,413	19,981	20,548	21,116
13	594	16,191	16,765	17,379	17,974	18,568	19,162	19,757	20,351	20,945	21,540	22,134
14	624	16,965	17,589	18,213	18,837	19,462	20,086	20,710	21,334	21,959	22,583	23,207
15	651	17,776	18,427	19,078	19,729	20,380	21,031	21,682	22,332	22,983	23,634	24,285
16	683	18,627	19,310	19,993	20,676	21,359	22,042	22,725	23,408	24,091	24,774	25,457
17	715	19,532	20,247	20,962	21,677	22,392	23,108	23,823	24,538	25,253	25,968	26,683
18	747	20,479	21,226	21,973	22,721	23,468	24,215	24,963	25,710	26,457	27,205	27,952
19	786	21,462	22,248	23,034	23,820	24,607	25,393	26,179	26,965	27,751	28,537	29,323
20	825	22,494	23,319	24,144	24,969	25,794	26,619	27,444	28,269	29,094	29,919	30,744
21	865	23,573	24,438	25,303	26,168	27,033	27,898	28,762	29,627	30,492	31,357	32,222
22	905	24,725	25,630	26,535	27,440	28,344	29,249	30,154	31,059	31,963	32,868	33,773
23	951	25,922	26,873	27,824	28,776	29,727	30,678	31,630	32,581	33,533	34,484	35,435
24	999	27,177	28,176	29,175	30,174	31,173	32,172	33,171	34,170	35,169	36,168	37,167
25	1,044	29,513	29,558	30,602	31,646	32,691	33,735	34,780	35,824	36,869	37,913	38,958
26	1,094	29,897	30,991	32,086	33,180	34,274	35,369	36,463	37,558	38,652	39,746	40,841
27	1,150	31,350	32,500	33,650	34,800	35,950	37,100	38,249	39,399	40,549	41,699	42,849
28	1,205	32,806	34,091	35,297	36,502	37,707	38,913	40,118	41,323	42,528	43,734	44,939
29	1,266	34,496	35,762	37,029	38,295	39,561	40,827	42,094	43,360	44,626	45,892	47,159
30	1,326	36,190	37,517	38,843	40,169	41,495	42,821	44,147	45,473	46,799	48,125	49,452
31	1,390	37,978	39,368	40,759	42,149	43,540	44,930	46,320	47,711	49,101	50,492	51,882
32	1,460	39,837	41,298	42,758	44,218	45,678	47,139	48,599	50,059	51,520	52,980	54,440
33	1,531	41,789	43,320	44,851	46,383	47,914	49,445	50,976	52,508	54,039	55,570	57,101

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

ATTEST:


Odell Davis


by: 
Ben Merker, Local 102 Representative

Dated: 1/18/85

CITY OF BLAINFIELD

ATTEST:


Emilia R. Stahura, City Clerk

by: 
Richard L. Taylor, Mayor

Dated: January 25, 1985

