

3-0126

Ratified 10/15/84
PMEA

JCH
20-12
Most recent revision
10/9/84

AGREEMENT

between

Plainfield, City of
CITY OF PLAINFIELD

and

THE PLAINFIELD MUNICIPAL EMPLOYEES ASSOCIATION

1984 - 1985

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

X 1/1/84 - 12/31/85

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

WITNESSETH:

WHEREAS, the City and PMEAS recognize and declare that the provision 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 II

NEGOTIATION PROCEDURE

2-1. The parties agree to enter into collective negotiations over a successor agreement in accordance with N.J.S.A. 34:13-1 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.

ARTICLE III
GRIEVANCE PROCEDURE

3-1. Definition

A grievance shall be defined as any dispute between the parties concerning:

(a) the application or interpretation of this contract or;

(b) the City's policies or practices affecting an employee's terms and conditions of employment.

Grievances may be raised by the individual, the Union, the Union on behalf of the individual or the City.

No grievance may go to binding arbitration unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by State statute or State Administrative regulation, and which terms and conditions are not expressly set forth in this Agreement shall not be processed to binding arbitration.

3-2. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement. Grievance must be submitted within five (5) working days of the occurrence giving rise to the grievance or it shall be deemed waived.

Step 1

Whenever an employee or the Union has a grievance as 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 or advise the grieved employee, within five (5) working days of his/her inability to do so. An earnest effort shall be made to settle the differences between the grieved employee and the supervisor for the purpose of resolving the matter informally.

Step 2

When an employee is informed by his/her supervisor that he/she is unable, within the discretion permitted, to arrive at a mutually satisfactory solution to the grievance or the suggested solution is unacceptable to the employee, the employee must, if he/she wishes to present the grievance to a higher authority, forward a written account of the grievance to the Division Head with a copy to the Human Resources Manager and notify the immediate supervisor to whom the grievance was first submitted. Within five (5) working days, the immediate supervisor shall submit a written report to the Division Head containing the facts, circumstances and events leading to the grievance and an explanation as to why the grievant is unsatisfied with the solution suggested.

resulting from the sequential progression, will then consider and formally act on the complaint within five (5) working days.

Step 6

If the grievance is not settled through Step 1, 2, 3, 4 and 5, the grievant shall have the right within five (5) working days of the Mayor's answer to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the Arbitrator shall be borne equally by the parties. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

The parties direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding.

ARTICLE IV

EMPLOYEES' RIGHTS AND RESPONSIBILITIES

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

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.

ARTICLE VI

SALARIES

6-1. The salary guides for employees for 1984 and 1985 are set forth in Attachments A and B of this Agreement. They reflect a 5.5% across-the-board increase effective February 1, 1984, and a 5.0% increase effective January 1, 1985.

6-2. The City shall provide a dental plan to substitute for the drug payment starting on January 1, 1983. The City's financial obligation for the dental plan shall not exceed \$18.05 per person-per month. The difference between the cost of the dental plan and the City's obligation shall be paid by the employees. The plan shall be selected by a committee composed of two (2) representatives of the PMEA and two (2) representatives of the City. Any change in the carrier selected by the City to provide coverage under the plan selected by the committee, shall be placed before the committee for approval in the event use of an alternative carrier would change the level of coverage or the manner of administration of the plan. The foregoing language notwithstanding, the committee shall have the right to suggest changes in the terms of coverage but in no event shall such changes increase the City's financial obligation.

6-3 The City shall pay twenty-five (\$.25) cents per mile to employees who are required by the City to use their personal vehicles for conducting City business.

7-4. Employees covered by this Agreement who leave the employ of the City and then return will, upon return, be given full credit for prior service beginning January, 1982. They must, however, complete five years of work on their return before service will be bridged.

8-2. 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 leave 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.

8-3. The City agrees that during the duration of this Agreement it will neither seek to nor negotiate changes that will result in the reduction of the coverage or benefits as provided by plans listed in this Article. In the event the City wishes to substitute or change health insurance carriers while this Agreement is in effect, it agrees to discuss such a change with the employee group thirty (30) days before taking action.

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. Veterans Day
10. Thanksgiving Day
11. Friday after Thanksgiving
12. Half day Christmas Eve and
Half day New Year's Eve
13. Christmas

9-4. 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.

9-5. 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 24, 1984
Christmas Day	Observed December 25, 1984
Half day New Year's Eve	Observed December 31, 1984
New Year's Day	Observed January 1, 1985

ARTICLE X

SICK LEAVE

10-1. 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) sick days per year.

10-2. (a) Personal days will be treated as sick days thus requiring no advanced notice. Each employee is entitled to use two (2) personal days annually in lieu of sick days. Personal days must be used within the one year period and shall not be cumulative. Personal days are to be used as follows, one (1) in each six (6) month period. If an employee's effective start date is after June 30, he/she is entitled to one (1) personal day for the year. If personal days are not used, they convert to sick days.

(b) Employees of the Communications Center may not use personal days on holidays as listed in Article IX, Section 9-3 and 9-6 of this Agreement.

10-3. All unused sick leave accumulated in 1982 or prior to 1982 will be paid out at retirement on the basis of one-third day (1/3) per full day accumulated or upon separation in good standing one-fourth (1/4) day per full day accumulated at the salary rate 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 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.

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.

11-5. Any member working twenty (20) hours or more in the course of any 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.

11-6. 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 grand child. In addition, an employee covered by this contract shall be eligible for one (1) day of death leave with pay after death of a relative not

provide identification badges for all employees, hold quarterly fire evacuation drills for all employees and conduct personal and office security training at least once per year.

11-11. When available space presents itself and when the City takes occupancy of the new building and arrangements can be made, the City shall establish an employee lounge in City Hall and in other City buildings where employees work.

11-12. The City is interested in establishing a suggestion award program. It agrees to join with the PMEA to study the matter before the expiration of this contract.

11-13. The City and the PMEA agree to form a committee to study the working conditions in the Communications Division with the intent, where possible, of improving the work environment. The committee will identify the concerns of the employees in the division and make recommendations of improvement to the City Administrator.

11-14. A leave of absence without pay and fringe benefits shall be granted for maternity purposes to female employees of the City as follows:

1. An employee shall submit a written request to her immediate supervisor no later than the fourth (4th) month of pregnancy stating the probable duration of the leave.

employee to work the nine (9) day seventy-two (72) hour schedule has been denied, that employee may discuss that denial with an impartial committee made up of two (2) City and two (2) PMEA representatives. The intent of the committee will be to protect the interest of the public. The committee's recommendations will be forwarded to the City Administrator who shall have final authority.

This provision excludes employees performing in the titles of:

1. Communications Operators
2. Mail Clerk

Nothing in this provision shall be construed as an abrogation of the rights and privileges contained in Article V of the Agreement.

12-2. The City agrees to deduct membership dues in such amounts as shall be fixed pursuant to the By-Laws and Constitution of the PMEA during the full term of this Agreement and any extension or renewal thereof. The dues or representation fee shall be deducted Bi-weekly.

12-3. The PMEA agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the City at the request of the PMEA under this Article.

5% Salary Guide

1985

CREMENTS	1	2	3	4	5	6	7	8	9	10
336	9,108	9,444	9,779	10,115	10,450	10,786	11,122	11,457	11,793	12,129
349	9,532	9,861	10,230	10,579	10,928	11,277	11,626	11,975	12,324	12,673
366	9,956	10,322	10,688	11,053	11,419	11,784	12,150	12,515	12,881	13,246
383	10,423	10,806	11,189	11,573	11,956	12,339	12,722	13,106	13,489	13,872
399	10,921	11,320	11,719	12,118	12,516	12,915	13,314	13,713	14,112	14,510
420	11,426	11,846	12,266	12,686	13,106	13,526	13,945	14,365	14,785	15,205
440	11,965	12,405	12,844	13,284	13,724	14,164	14,603	15,043	15,483	15,923
461	12,524	12,985	13,446	13,907	14,368	14,828	15,289	15,750	16,211	16,672
483	13,121	13,604	14,087	14,570	15,053	15,536	16,019	16,502	16,985	17,468
506	13,744	14,250	14,756	15,263	15,769	16,275	16,781	17,287	17,794	18,300
528	14,396	14,925	15,453	15,981	16,510	17,038	17,567	18,095	18,623	19,152
553	15,064	15,617	16,170	16,723	17,275	17,828	18,381	18,934	19,486	20,039
580	15,798	16,378	16,959	17,539	18,119	18,700	19,280	19,861	20,441	21,022
609	16,552	17,161	17,771	18,380	18,989	19,598	20,208	20,817	21,426	22,035
636	17,344	17,980	18,616	19,252	19,887	20,523	21,159	21,795	22,431	23,067
667	18,174	18,841	19,507	20,174	20,841	21,508	22,175	22,842	23,509	24,175
698	19,058	19,756	20,453	21,151	21,849	22,547	23,245	23,943	24,641	25,339
729	19,982	20,710	21,439	22,168	22,897	23,626	24,355	25,084	25,813	26,542
768	20,941	21,709	22,476	23,244	24,012	24,779	25,547	26,315	27,082	27,850
804	21,948	22,752	23,556	24,361	25,165	25,969	26,773	27,577	28,382	29,186
844	23,000	23,844	24,688	25,533	26,377	27,221	28,065	28,909	29,753	30,597
883	24,125	25,007	25,890	26,773	27,656	28,539	29,422	30,305	31,188	32,070
928	25,292	26,220	27,149	28,077	29,005	29,934	30,862	31,790	32,718	33,647
975	26,517	27,492	28,467	29,442	30,417	31,391	32,366	33,341	34,316	35,291
1,019	27,819	28,838	29,857	30,876	31,895	32,915	33,934	34,953	35,972	36,991
1,070	29,170	30,240	31,311	32,381	33,451	34,521	35,591	36,661	37,731	38,801
1,122	30,588	31,710	32,833	33,955	35,077	36,199	37,321	38,443	39,565	40,688
1,176	32,067	33,264	34,440	35,616	36,793	37,969	39,146	40,322	41,499	42,675
1,235	33,658	34,893	36,128	37,363	38,598	39,834	41,069	42,304	43,539	44,774
1,294	35,312	36,606	37,899	39,193	40,487	41,781	43,075	44,369	45,663	46,956
1,357	37,054	38,411	39,768	41,125	42,482	43,839	45,196	46,553	47,910	49,267
1,425	38,870	40,294	41,719	43,144	44,568	45,993	47,417	48,842	50,266	51,691
1,494	40,773	42,267	43,762	45,256	46,750	48,245	49,739	51,233	52,728	54,222

ARTICLE XIV
DURATION OF AGREEMENT

This Agreement shall be effective as of January 1, 1984 and shall continue in effect until December 31, 1985, subject to the PMEA'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.

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 its Clerk and its corporate seal to be placed hereon.

Attest:

Erlynn Jackson Morris 10/9/84

PLAINFIELD MUNICIPAL
EMPLOYEES ASSOCIATION

by: David A. Miller

Date: 10-9-84

ATTEST:

Emilia R. Stahura
City Clerk Res. # 6146
10/15/84

CITY OF PLAINFIELD

by: Richard L. Taylor

Richard L. Taylor, Acting Mayor

Date: 10/16/84

AN ORDINANCE AMENDING THE SCHEDULE OF SALARIES AND WAGES ADOPTED PURSUANT TO ARTICLE 14, CHAPTER 11 OF THE MUNICIPAL CODE OF THE CITY OF PLAINFIELD, NEW JERSEY, 1971.

MC 1986 - 21

(SALARY AMENDMENT NO. 42)
Be It Enacted by the Council of the City of Plainfield:

Sec. 1. The schedules of positions, salaries, fringe benefits, and wage ranges of the Plainfield Municipal Employees Association, the amendments and supplements heretofore adopted pursuant to Chapter 11, Article 14 of the Municipal Code of the City of Plainfield, New Jersey, 1971, are hereby amended.

Sec. 2. The following schedule of job titles, positions, salaries, wage ranges and fringe benefits of the Plainfield Municipal Employees Association are hereby adopted pursuant to Section 11:14-1:

a.(1) Minimum and maximum salary for each salary grade effective January 1, 1986:

GRADE	MINIMUM	MAXIMUM
1	\$ 9,545	\$13,063
2	\$ 9,990	\$13,646
3	\$10,434	\$14,265
4	\$10,923	\$14,940
5	\$11,446	\$15,625
6	\$11,975	\$16,375
7	\$12,539	\$17,148
8	\$13,125	\$17,955
9	\$13,751	\$18,813
10	\$14,404	\$19,709
11	\$15,087	\$20,625
12	\$15,787	\$21,580
13	\$16,556	\$22,639
14	\$17,346	\$23,731
15	\$18,177	\$24,840
16	\$19,046	\$26,035
17	\$19,973	\$27,286
18	\$20,941	\$28,579
19	\$21,946	\$29,991
20	\$23,001	\$31,430
21	\$24,104	\$32,950
22	\$25,263	\$34,535
23	\$26,506	\$36,235
24	\$27,790	\$38,006
25	\$29,154	\$39,835
26	\$30,571	\$41,785
27	\$32,057	\$43,817
28	\$33,627	\$45,956
29	\$35,273	\$48,218
30	\$37,007	\$50,686
31	\$38,833	\$53,054
32	\$40,736	\$55,665
33	\$42,730	\$58,391

a.(2) Minimum and maximum salary for each salary grade effective January 1, 1987:

GRADE	MINIMUM	MAXIMUM
1	\$ 9,946	\$13,611
2	\$10,409	\$14,219

3	\$10,873	\$14,864
4	\$11,382	\$15,567
5	\$11,926	\$16,281
6	\$12,478	\$17,062
7	\$13,066	\$17,868
8	\$13,677	\$18,709
9	\$14,329	\$19,603
10	\$15,008	\$20,536
11	\$15,721	\$21,491
12	\$16,450	\$22,487
13	\$17,251	\$23,590
14	\$18,075	\$24,728
15	\$18,940	\$25,883
16	\$19,846	\$27,128
17	\$20,811	\$28,432
18	\$21,820	\$29,780
19	\$22,868	\$31,251
20	\$23,967	\$32,749
21	\$25,117	\$34,334
22	\$26,344	\$35,985
23	\$27,619	\$37,756
24	\$28,957	\$39,602
25	\$30,379	\$41,508
26	\$31,855	\$43,540
27	\$33,403	\$45,657
28	\$35,040	\$47,886
29	\$36,755	\$50,243
30	\$38,561	\$52,690
31	\$40,464	\$55,282
32	\$42,446	\$58,003
33	\$44,525	\$60,843

Sec. 3. In addition to the salaries established pursuant to the preceding sections, longevity pay shall be paid to each employee of the Plainfield Municipal Employees Association who has completed the number of years shown on the following schedule, which longevity pay shall be payable to such employee at the same time in the same manner as his or her regular pay. Longevity pay shall be paid for the full calendar year only and shall be paid to such employees who will qualify for the longevity pay on or before June 30th of the calendar year. Longevity pay shall be subject to the merit conditions set forth in Section 11:4-1 and 11:14-1 and shall be paid in accordance with the following schedules:

a.(1) Longevity schedule effective January 1, 1986:

10 years of service	\$ 500
15 years of service	\$ 900
20 years of service	\$1,200
25 years of service	\$1,500

Sec. 4. This ordinance shall take effect fifteen (15) days after final passage and approval, as provided by law.

Adopted by the City Council

October 20, 1986

Adopted by the Mayor

October 20, 1986
RICHARD L. TAYLOR
Mayor

Attest:
EMILIA R. STAHURA
City Clerk