

AGREEMENT

BETWEEN

BOROUGH OF NORTH PLAINFIELD

AND

**THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION
NO. 469**

FOR THE PERIOD OF

JANUARY 1, 2005 THROUGH DECEMBER 31, 2007

**Eric Martin Bernstein, Esq.
ERIC M. BERNSTEIN & ASSOCIATES, L.L.C.
Two North Road
P.O. Box 4922
Warren, New Jersey 07059
(732) 805-3360
(732) 805-3346 (Telecopier)**

AGREEMENT, by and between the Borough of North Plainfield in the County of Somerset, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Borough" and the International Brotherhood of Teamsters, on behalf of Local Union No. Union No. 469, hereinafter referred to as the "Union".

WHEREAS, the Borough and the Union recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties; and,

WHEREAS, it is the mutual desire of the parties to adopt an agreement consistent with the accords reached between the parties, which accords have been duly accepted by the Borough and the Union.

NOW, THEREFORE, it is agreed as follows:

1. RECOGNITION.

1.1 The Borough recognizes the Union as the sole and exclusive bargaining agent with respect to terms and conditions of employment for the following full and part-time job titles: Caretaker; Dispatchers; Clerk/File; Secretary/Clerk; Deputy Tax Collector; Administrative Assistant; Secretary, Planning/Adjustment Board; Sub-Code Official/Plumbing; Clerk/Typist; Sub-Code Official/Electrical; Account Supervisor; Violations Clerk; Clerk/Account; Utility Clerk; Deputy Court Administrator; Inspector/Code Enforcement; Sub-Code Official/Building; Maintenance Man/Woman; Tax Clerk; Senior Citizen Bus Driver; and, Welfare Secretary. Excluded are all professional, confidential and supervisory employees, police officers, firefighters, public works employees and managerial executives. This

recognition is pursuant to and in compliance with the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et. seq.

1.2 Authorized Representatives of the Union shall be permitted to visit the facilities or operations of the Borough during working hours. The Representatives will make advance arrangements with the Administrator and will be accompanied by the Administrator or by a Department Head assigned by the Administrator. No Union business shall be conducted during working hours except by prior arrangement and mutual consent.

2. DEFINITIONS.

As used in this Agreement, the following meanings:

“Full-time Member” – a regular, full-time active employee of the Borough who is a member of the group represented by the Union.

“Part-time Member” – a regular active employee of the Borough who is a member of the group represented by the Union and who is scheduled to work less than thirty (30) hours per week.

“Member” – unless limited specifically or by context, either a full-time or a part-time member.

“Administrator” – the Borough Administrator, Assistant Administrator or other person designated by the Mayor.

“Department Head” – the head of a Department or other person designated by the Mayor.

3. MEMBERS' RIGHTS.

- 3.1 The Borough recognizes that every member shall have the right to freely organize, join and support the Union for the purpose of engaging in collective negotiations.
- 3.2 No member shall be disciplined, reprimanded, reduced in rank or have an increment withheld without just cause.
- 3.3 Nothing contained herein shall be construed to deny or restrict to any member such rights as the member may have under New Jersey statutes, regulations or the State Constitution, as well as United States Constitution or laws of the United States. The Borough and the Union shall in all respects comply with the provisions of the Americans with Disabilities Act.
- 3.4 The Shop Steward shall be notified of new employees covered by this Agreement, including job title and salary.

4. MANAGEMENT RIGHTS.

- 4.1 Except as expressly modified by specific provisions of this Agreement, the Borough reserves and retains sole and exclusive authority to manage the operations of the Borough.
- 4.2 The Mayor shall promulgate personnel policies, practices and regulations not inconsistent with this Agreement. The administration of the personnel policies, practices and regulations for the Borough shall be the responsibility of the Mayor or his or her designee(s).
- 4.3 The Mayor may delegate the supervision and administration of the personnel policies, practices and regulations to the Administrator. It shall be

the Administrator's duty to inform each Department Head of infractions of the personnel policies, practices and regulations by members within the Department Head's supervision. The Department Head shall report all infractions of the personnel policies, practices and regulations to the Administrator. The Mayor reserves the right to interpret personnel policies, practices and regulations and the right to modify or discontinue any or all of them in a manner consistent with this Agreement.

- 4.4 Any amendment to the personnel policies, practices and regulations shall be distributed to all members.
- 4.5 A personnel file will be maintained by the Administrator. Each Department Head shall update information for each member in the Department. Personnel files shall be kept in a locked, insulated file cabinet and filed in two (2) groups: Active and Inactive (current employees and past employees). The Mayor, the Administrator and the Borough Attorney shall have access to all personnel files. A Department Head may, in the presence of the Administrator or designee, examine his or her personnel file during normal business hours. No material may be inserted to a member's personnel file until the member is given reasonable opportunity to review the material and to comment in writing. The member's comments shall be included in the personnel file. Under no circumstances may any personnel file be removed from the Municipal Building.

5. EMPLOYMENT PRACTICES.

- 5.1 The Mayor must approve any new position and authorize the hiring of each employee. Prospective employees must pass such medical examination and further investigation as deemed necessary by the Mayor, both to be conducted at Borough expense.
- 5.2 The Mayor may hire part-time employees in any job category. The days of the week and the hours within each day that the part-time employee is scheduled to work shall be established by the Mayor in writing and may be changed by the Mayor upon five (5) working days prior written notice to the employee. All such changes in work schedule shall be established in four (4) week increments, unless otherwise agreed by the Union.
- 5.3 New members shall be on probation for a period of ninety (90) days and until granted permanent status by the Mayor. Members transferred to new positions shall be on probation for a period of ninety (90) days and until granted permanent status by the Mayor. In either case, probation may be extended for an additional ninety (90) day period by the Mayor, subject to consultation with the Union Business Agent before extension of the probation. It shall be the responsibility of the Department Head to submit a written report with the recommendations to the Administrator at least two (2) weeks prior to the expiration of the probationary period. A copy of the written report shall be given to the member for review and comment. The Administrator shall transmit the written report and the member's comments, if any, to the Mayor for review.

- 5.4 Whenever a vacancy or new position occurs in the bargaining unit, the Borough shall post a notice of such opening on the Bulletin Boards. The notice shall state the job classification and rate range of the job that is open for bidding. The notice shall remain for seven (7) calendar days, dating from the date of position. When a job is posted, employees may apply ("bid") for the opening in the same manner as new employees.
- 5.5 The date on which a member starts work for the Borough of North Plainfield (even though probationary) shall govern in determining vacation and sick leave benefits.
- 5.6 It shall be the responsibility of the Department Head to submit a written job evaluation for each employee no later than November 1st of each year.
- 5.7 Seniority shall be a factor in promotion, however, nothing shall limit managements' rights to make promotional decisions. The Mayor's decision regarding promotion shall be final and non-grievable.
- 5.8 The Borough and the Union shall form a joint work place committee which shall meet quarterly to discuss matters of mutual concern.
- 5.9 Members shall be reimbursed for the cost of tuition, books and related materials for any job-related courses required by the Borough and approved by the Mayor in advance.

6. TIME, ATTENDANCE AND PERFORMANCE.

- 6.1 Each Department Head shall advise the Administrator of the absence of a member in his or her Department, and of the reason for the absence (such

as vacation, illness, personal or other reason) on the date of the absence, and this shall become a part of the member's personnel file.

- 6.2 Each member shall notify his or her Department Head without delay if he or she will be absent from work. If the Department Head cannot be promptly reached, the Administrator shall be notified. If the Administrator cannot be promptly reached, the member will advise a coworker in his or her Department, who will then promptly notify the Department Head and Administrator. The employee will be responsible for notifying the Department Head or Administrator no later than one-half ($\frac{1}{2}$) hour before the start of the scheduled work day in order to be eligible for sick leave, except under urgent circumstances. Such can be accomplished by placing such notification on the appropriate Department's answering machine or, if there is a lack of a machine, the Administrator's answering machine. Abuse of sick leave shall be cause for disciplinary action.
- 6.3 Members are expected to be on time. Recurring or chronic tardiness shall be reported by the Department Head to the Administrator and recorded in the member's personnel file. Recurring or chronic tardiness shall be cause for disciplinary action. If an employee is disciplined for such and such does not occur for a period of twelve (12) months after the discipline, the disciplinary notice shall be removed from the employee's personnel file.
- 6.4 It is the responsibility of each Department Head to secure satisfactory performance from those members under his or her supervision.
- 6.5 Each Department Head will regulate the lunch period of members in the

Department so that each Department is open at all times during the lunch period. Each full-time member is entitled to a one (1) hour unpaid lunch period.

7. COMPENSATION.

7.1 Standard hours. The regular work hours shall be thirty-seven and one-half (37½) hours per week, not including the unpaid lunch period. Hours for all Departments shall be posted.

7.2 2005 Salaries. The base annual salary for each member for calendar year 2005 shall be increased by 2.25% over that member's 2004 salary as of January 1, 2005. Only those employees on the Borough's payroll at the time of execution of the Memorandum of Agreement shall be eligible for any and/or all of the retroactivity.

7.3 2006 Salaries. The base annual salary for each member for calendar year 2006 shall be increased by 3.4% over that member's 2005 salary as of January 1, 2006.

7.4 2007 Salaries. The base annual salary for each member for calendar year 2007 shall be increased by 3.4% over that member's 2006 salary as of January 1, 2007.

7.5 Overtime Policies

7.5.1 Overtime work shall be kept to a minimum. All overtime shall be authorized in advance by the Administrator.

7.5.2 Work exceeding the member's regular work hours but less than forty (40) hours in any work week shall be compensated at the member's

regular hourly rate.

7.5.3 Work exceeding forty (40) hours in any work week shall be compensated at one and one-half (1½) times the member's hourly rate. No overtime compensation shall be applied or authorized if one or more unpaid days have been taken during the week immediately preceding the Saturday, Sunday or holiday in question.

7.5.4 Overtime records shall be approved by the Department Head and turned in by members to the payroll office on Monday prior to the next regularly scheduled pay day. Payment for overtime work will be made at the end of the next full work period.

7.6 Injured Members. Any member suffering from an injury arising out of or in the course of employment who is required to discontinue work as a result of the injury will be paid from the time of the injury to the end of the work day on the day of such injury.

7.7 Members shall be paid during working hours by check every other Thursday. When the regular pay day falls on a holiday, the preceding day shall be the pay day.

8. LONGEVITY.

8.1 Longevity for New Members. Members commencing employment with the Borough after August 24, 1994 shall receive six percent (6%) of base pay as longevity pay after fifteen (15) years continuous employment by the Borough. Such longevity shall be based upon each member's initial date of hire.

8.2 Longevity for Existing Members. Members commencing employment with the Borough before August 24, 1994 shall receive the following longevity pay, which shall be based upon each member's initial date of hire:

8.2.1 Two percent (2%) of base salary after completion of five (5) continuous years of employment with the Borough.

8.2.2 Four percent (4%) of base salary after completion of ten (10) continuous years of employment with the Borough.

8.2.3 Six percent (6%) of base salary after completion of fifteen (15) continuous years of employment with the Borough.

9. HOLIDAYS.

9.1 The following days will be considered as Official Holidays for full-time members of the Union:

New Year's Day

Martin Luther King Day

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

General Election Day

Columbus Day

Veterans' Day

Thanksgiving Day

Friday following Thanksgiving

Christmas Day

9.2 When an Official Holiday falls on a Sunday, the following Monday shall be observed as that holiday. When an official holiday falls on a Saturday, the preceding Friday will be observed as that holiday.

9.3 If a holiday falls on a part-time member's regularly scheduled work day, the member shall receive regular base pay for the holiday based on the number of hours the member would have normally worked that day. If a holiday falls on a day that a part-time member is not regularly scheduled to work, then the member shall not be paid for the holiday.

9.4 The member shall work the workdays immediately preceding and succeeding the holiday in order to receive pay for that holiday.

10. VACATIONS.

10.1 Annual Vacation. Members commencing employment with the Borough after August 24, 1994 shall receive the following annual vacation with pay:

10.1.1 Eight (8) days after completion of one (1) continuous year of employment.

10.1.2 Ten (10) days after completion of two (2) continuous years of employment through completion of four (4) continuous years of employment.

10.1.3 Fifteen (15) days after completion of four (4) continuous years of employment.

10.1.4 Twenty (20) days after completion of ten (10) continuous years of employment.

10.2 Annual Vacation. Members commencing employment with the Borough before August 24, 1994 shall receive the following annual vacation with pay:

10.2.1 Eight (8) days after completion of one (1) continuous year of employment.

10.2.2 Fifteen (15) days after completion of two (2) continuous years of employment through completion of four (4) continuous years of employment.

10.2.3 Seventeen (17) days after completion of four (4) continuous years of employment.

10.2.4 Twenty-Five (25) days after completion of nine (9) continuous years of employment.

10.3 Holiday During Vacation. If a holiday falls within the vacation period of a member who is regularly scheduled work on every work day, the holiday shall not be considered as part of the vacation nor charged to that member's vacation allowance.

10.4 Prior to April 1st, each member shall file with the Department Head, and each Department Head shall file with the Administrator, a vacation schedule. Each Department may reasonably limit the number of employees on vacation at a time, and the number of employees on disability may be considered as one factor in setting the limit. In the event of a conflict of vacation dates of key employees in one or more Departments that cannot

be satisfactorily resolved, the Mayor may request a review of the schedule(s) for the Department(s) affected, and his or her decision shall be final. In the event of conflict, seniority shall take precedence.

- 10.5 Each member shall make a request for time off, including vacation time, leave without pay, or any combination thereof to the Department Head not less than one (1) day in advance if the time off requested is less than three (3) days, not less than two (2) weeks in advance if the time off requested is four (4) or five (5) working days and not less than four (4) weeks in advance if the time off requested is in excess of five (5) working days. The Department Head shall forward the request to the Administrator, who shall schedule time off in accordance with the needs of the Borough.
- 10.6 Members are urged to take vacation in periods of at least one (1) week, but not more than two (2) weeks. Under unusual circumstances, with recommendation of the Department Head, the Administrator or Mayor may authorize vacation periods of less than one (1) day or more than two (2) consecutive weeks. Under no circumstances shall full-time members take vacation days in less than one-half (1/2) day increments. Under no circumstances shall part-time members take vacation days in increments less than one regularly scheduled work day.
- 10.7 Members may receive vacation pay on the last regularly scheduled pay day prior to the start of their vacation as long as a request for advance vacation pay has been received by the Payroll office at least one (1) week in advance.

10.8 Vacations shall be completed within the calendar year and may not be accumulated unless approved in writing by the Administrator and the Mayor due to business necessity only. Written approval of the Administrator and the Mayor shall be required before a member may carry over more than five (5) days' vacation into the next succeeding year. If the Borough requires a member to cancel a vacation after November 1st, the member shall be entitled to carry the vacation until June 30th of the following year. All vacations shall accrue as of initial employment dates and that date shall govern the anniversary year for granting of vacations.

10.9 Vacation pay for part-time members shall be based on the average number of hours that the part-time member is regularly scheduled to work.

11. SICK LEAVE.

11.1 Sick leave for illness of full-time members shall be granted as follows:

11.1.1 Beginning January 1, 1995, one (1) sick day with pay for each month worked. In the first year of employment, member shall be entitled to receive sick leave on a pro-rata basis per month. Unused sick days may be accumulated and used by the member during his or her term of service. Any day or days taken off for other than work-related injury will be deducted from accumulated leave. If the member leaves sick on or after 11:00 a.m. in a work day, the member shall be charged with one-half (1/2) sick leave day.

11.1.2 Sick time allowance is granted only for a member's sickness or injury not related to work; however, a member may take up to five (5) days'

accumulated sick leave per year for illness in his or her immediate family, to be known as "sick family" leave. The Borough may require the member to supply a statement from the treating physician evidencing the immediate family member's illness. For purpose of such "sick family" leave, the term "immediate family" shall mean the spouse, parent or child of the member who actually resides in the member's residence. A member's absence for personal injury resulting from a work-related accident shall not be deducted from accumulated sick leave.

11.1.3 Work-Related Disability. A decision by the Division of Worker's Compensation or court of competent jurisdiction on appeal that an injury is or is not compensable under the Worker's Compensation Act shall be conclusively binding that the injury is or is not work-related. A decision by the Division of Worker's Compensation or court of competent jurisdiction on appeal as to the duration of temporary disability shall be conclusively binding as to the duration of disability. In the event of a temporary disability of lesser duration than the Worker's Compensation Act waiting period, the decision of the Borough's worker's compensation insurance carrier to pay any benefits, including medical expenses, shall be conclusively binding that the injury is or is not work-related.

11.1.4 A member, on job-related disability, receiving his/her normal compensation and who, in addition, qualifies for payment under

Worker's Compensation and/or Temporary Disability laws shall, during the period he/she receives such benefits, be entitled only to that portion of his/her regular pay that, when added to either the worker's compensation payments or temporary disability payments or both, equals his/her normal pay. No member, while receiving such payments, shall receive more than the full salary he/she would have received at the time of the injury leave.

11.2 Permissible Use of Sick Time. The following are an allowable sick day:

11.2.1 Absence of a member from duty because of personal illness or injury if the member is unable to perform the usual duties of his or her position.

11.2.2 Exposure to contagious disease when the member is placed under the quarantine by a duly constituted health authority.

11.3 Members shall not abuse the use of sick days nor shall any member use a sick day for other than its intended purpose.

11.4 Physician's Statement.

11.4.1 Any member who is sick for three (3) or more continuous work days shall provide a physician's statement to his or her Department Head and the Administrator upon return to work.

11.4.2 The Administrator may require any member on sick leave to provide a physician's statement either during sick leave or after returning to work. If the request is made after the member has returned to work or if the member has not been under the care of a physician, the

member may have the statement prepared by a physician selected by the Borough at the Borough's expense.

11.4.3 The Administrator may require a member who has been on sick leave for more than five (5) continuous work days to report to a physician selected by the Borough for examination at Borough expense. The physician shall prepare and submit a report to the Mayor for review and further action, if warranted.

11.5 Part-Time Members. Part-time members shall be paid only those sick days during which they are regularly scheduled to work. Part-time members shall receive and shall be entitled to accumulate only a pro-rata number of sick days (rounded to the nearest half day) based on their regularly scheduled weekly work hours compared to thirty-seven and one-half (37-1/2) hours.

11.6 Members who do not use any sick days within a calendar year shall receive one (1) additional personal leave day during the next calendar year. The one (1) additional personal leave day granted pursuant to this subparagraph must be utilized in the year in which credit is received and shall not be carried over nor shall it be added to the member's total cumulative sick leave.

11.7 A member shall be entitled to pay at the pay rate for his or her position as of the date of retirement equivalent to one-half (1/2) per full day of verifiable sick leave accumulated and not previously used up to and including the first ninety (90) days of such accumulated sick leave up to and including the one hundred and eightieth (180th) day of such accumulated sick leave. An

employee shall not, upon retirement, be entitled to any payment or credit for sick leave accumulated and not previously used in excess of one hundred and eighty (180) days. If all of the other bargaining units within the Borough agree to a lower dollar or day cap or a per day figure as to such leave accrued (terminal leave), this Union will agree to whatever amount(s)/caps are in question.

11.8 All sick leave used prior to or after a holiday shall be authorized and paid for if the employee submits a doctor's note to verify the absence at the employee's sole expense.

12. PERSONAL LEAVE.

Full-time members shall only receive three (3) personal leave days, with pay, per calendar year for the transaction of urgent or personal business. Personal leave days shall not accumulate from year to year. Personal leave may be taken before or after a vacation or holiday leave if such other leave time has been approved, in writing, by the appropriate Department Head, except in the case of emergency. Personal leave days shall not be taken in less than one-half (1/2) day increments. Under no circumstances shall members receive compensation for unused personal leave days. Requests for personal leave shall be submitted in writing at least seventy-two (72) hours in advance of the date of such leave whenever possible; however, the Administrator shall have the right to waive the seventy-two (72) hours requirement in case of emergencies. Emergency shall be defined as the necessity to take time off for a non-recreational reason, which would not have been foreseen by the member within seventy-two (72) hours of its occurrence.

Effective January 1, 2006, members of the bargaining unit shall receive an extra personal day. Said extra personal day shall be used solely for these employees off on Christmas Eve. If Christmas Eve falls on a weekend, the Union and Administration shall work out which day said personal day shall be used.

13. LEAVE FOR DEATH IMMEDIATE FAMILY.

Leave with pay, not to exceed three (3) consecutive calendar days, shall be granted to any member in the event of a death in the immediate family. Such leave shall be in addition to vacation, sick and personal leave. For purposes of death leave, the term "immediate family" shall include only the member's spouse, child, parent, brother or sister, brother-in-law, sister-in-law, grandparent or grandchild, brother-in-law, sister-in-law, or the member's spouse's parent. The leave shall commence from the day of death or day of funeral of the immediate family member, whichever the employees choose.

14. LEAVE OF ABSENCE.

14.1 A leave of absence without pay may be requested by a member who shall submit all facts bearing on the request in writing to the Department Head. The Department Head will make recommendations in writing to the Administrator. The Administrator shall make recommendations to the Mayor, who will consider the request and grant or reject the requested leave of absence.

14.2 Upon promptly providing a copy of the member's military orders in advance, a member shall be granted temporary leave of absence for active duty Reserve training in the military service, not to exceed fifteen (15) days in any fiscal year. During such leave, the member shall receive the difference

between the member's regular salary and governmental pay.

14.3 Any member serving on jury duty is expected to report for work any time not required to be in attendance as a juror. Compensation paid for jury service up to five (\$5.00) dollars per day may be retained by the member. Members will be paid their regular salary for all jury duty service up to a maximum of ten (10) days.

15. INSURANCE; HEALTH BENEFITS; PENSIONS.

15.1 Insurance. The Borough shall provide the following insurance or its reasonable equivalent:

15.1.1 New Jersey State Health Benefits Plan. Health insurance will be provided for full-time members only. Employees hired on or after July 1, 2005 shall contribute the sum of two hundred and fifty (\$250.00) dollars each year toward the cost of his health insurance. Effective July 1, 2006, employees hired before July 1, 2005 shall contribute the sum of two hundred and fifty (\$250.00) dollars each year toward the cost of health insurance.

15.1.2 Errors and omissions insurance as provided by the Borough's insurance carrier.

15.2 The Borough may at its option at any time substitute for the New Jersey State Health Benefits Program or its reasonable equivalent. If the Borough changes its insurance carrier(s), advance notice will be given to members of the bargaining unit.

15.3 Pension Plan. The Borough is presently participating in the New Jersey

Public Employees Retirement System (P.E.R.S.) and will continue to do so. The Borough shall make such contributions to the Plan for each member, as the Plan requires.

- 15.4 Each member may voluntarily elect, effective July 1, 1997, to reduce the medical insurance directly provided by the Borough for the member and/or his/her family in order to avoid dual coverage by the Borough and the employer's spouse. The member has the option to reduce his/her number of family members covered (i.e., from family coverage to single coverage or husband/wife coverage or no coverage, if applicable) to a lower coverage status than the maximum provided. If the member elects to reduce the coverage provided by the Borough, the member shall receive forty (40%) percent of the difference between the original coverage premium and the reduced coverage premium for the period of time the member receives the reduced coverage, which shall not be less than one (1) calendar year. The member shall, prior to receipt of such payment, provide certification of spousal insurance coverage. The member may return to the previous coverage status by providing the borough at least ninety (90) calendar days' written notice prior to the open enrollment period to the Administrator requesting upgraded coverage. The same process holds for the reduction of coverage status.

16. MISCELLANEOUS.

- 16.1 It is understood that members will consider their positions with the Borough as their primary jobs. Any outside employment must not interfere with a member's efficiency or constitute any conflict of interest. Members shall not perform private work in their fields within the Borough or with any person or business with the Borough.
- 16.2 Members are urged to seek ways and means of effective work improvement and to make suggestions to their Department Head for doing a better and more efficient job.
- 16.3 Members shall not accept gifts or articles of value in appreciation when carrying out performance of duties.
- 16.4 Conditions or situations not required by law to be collectively bargained and not specifically covered by this Agreement shall be referred to the Administrator for recommendation to and decision by the Mayor.
- 16.5 A member absent for more than three (3) days without notice to the Department Head or the Administrator may be considered to have resigned without notice and no longer in the employ of the Borough.
- 16.6 All unauthorized and unreported absences shall be considered absent without leave and deduction of pay shall be made for such absences.
- 16.7 The Borough shall provide a clean, safe and sanitary work environment.
- 16.8 The Borough shall not require, direct or assign any member to work under unsafe or hazardous conditions. Any member who discovers an unsafe or

hazardous condition will immediately inform his or her Department Head and the Administrator.

16.9 The Borough shall not require any member to take out onto the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law.

16.10 The Borough shall not require, request or suggest that any member or any applicant for employment take a polygraph or any other form of lie detector test.

17. RESIGNATION, SUSPENSION OR DISMISSAL.

17.1 Resignation. Any member who intends to resign shall submit to his or her Department Head and the Administrator written notice of resignation at least two (2) weeks prior to the effective date of resignation unless a shorter period of time is agreed upon by the Administrator. Any member giving required notice shall be paid for accrued unused vacation days. Any member failing to give such notice shall forfeit accrued benefits.

17.2 Suspension. The Mayor or Administrator may suspend for just cause without pay. Whenever a member is suspended, a written report shall be submitted by the Department Head and Administrator to the Mayor. If requested, the Mayor shall conduct a hearing within fifteen (15) working days and shall render a written decision within ten (10) working days thereafter. Written notice shall immediately be given to all affected parties, including the Union.

17.3 Dismissal. A member may be discharged or suspended from the service of

the Borough by the Administrator or the Mayor for just cause. The causes sufficient for removal from the service shall include, but are not limited to, the following:

17.3.1 Neglect of duty, including using Borough time for other than official Borough business;

17.3.2 Absence for any reason not authorized by this Agreement, or failure to promptly notify the Department Head or Administrator of the reason for any absence;

17.3.3 Failure to report after authorized leave has expired or after such leave has been disapproved or revoked.;

17.3.4 Incompetency, inefficiency or incapacity;

17.3.5 Insubordination or serious breach of discipline;

17.3.6 Intoxication or sex while on duty;

17.3.7 Conviction of a criminal act;

17.3.8 Conduct unbecoming a public employee;

17.3.9 Dishonesty;

17.3.10 Excessive absenteeism or tardiness.

17.4 If any member is charged with any of these offenses, a written report shall be submitted by the Department Head or Administrator to the Mayor. The Administrator shall, within fifteen (15) working days, conduct a hearing and shall render a written decision within ten (10) working days. Written notice shall immediately be given to all affected parties, including the Union.

18. GRIEVANCE PROCEDURE.

- 18.1 It is the intent of the Borough to fairly administer the daily operation of the municipal offices with due regard to members, the public and the taxpayers. Should the rights of a member in his or her opinion be infringed upon, it is the right and prerogative of the member to appeal to his or her superiors for a review of his or her complaint. A grievance is defined as an interpretation, application or violation of the provisions of this collective bargaining agreement. All working days in this Article shall be defined as Monday through Friday, irrespective of whether the employee actually works the day(s) or not.
- 18.2 Step 1. All grievances shall first be presented in writing to the Department Head within five (5) working days after knowledge or the reason of the grievance has occurred. The Department Head shall meet with the grievant and the Union Shop Steward within five (5) working days after receipt of the written grievance to arrange a mutually satisfactory settlement.
- 18.3 Step 2. If, within five (5) working days following the meeting date established in subparagraph 18.2 as Step 1, the grievance is not mutually resolved between the member and the Department Head, the Department Head or member may appeal to the Administrator. All appeals shall be presented in writing to the Administrator stating the facts and nature of the complaint. The Administrator will review the facts concerning the grievance at a meeting with the member, the Department Head, the Union

Representative and the Borough Attorney within five (5) working days following receipt of the written appeal. The Administrator shall prepare a written report with recommendations on the grievance within fifteen (15) working days thereafter.

- 18.4 Step 3. Failing a solution, any affected party may, within five (5) working days following receipt of the Administrator's written report; request the Mayor to hear and decide the grievance at a hearing at which all affected parties shall be heard. Such request shall be in writing. The Mayor shall conduct the hearing within ten (10) working days following receipt of the written request and shall render a written decision which shall be given to all affected parties within fifteen (15) working days. The decision of the Mayor shall be final.
- 18.5 All papers and documents relating to a grievance and its disposition will be placed in the member's personnel file.
- 18.6 All time limits set forth in this Article may be extended by mutual agreement of the Borough and the Union, which extension shall be confirmed in writing. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding level in the grievance procedure within the time limits prescribed thereunder, the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits specified at any step of the grievance procedure, the grievance shall be deemed to have been denied.

18.7 The Union and the Borough may mutually agree in writing to submit any grievance to non-binding arbitration. The cost of the arbitrator appointed pursuant to this subparagraph shall be equally divided between the Borough and the Union. Notwithstanding non-binding arbitration as set forth in this provision, members shall retain and reserve all rights and interests as established by Federal and State laws relating to public employment.

19. UNION BULLETIN BOARD.

The Borough shall provide the Union with an appropriate location for a bulletin board of reasonable size, not in excess of 2 feet (2') by 3 feet (3'). Items may be placed on or taken off the Union bulletin board only by an authorized representative of the Union. No derogatory, defamatory, scandalous or indecent matter, nor any likeness of any Borough officer or employee not a Union member, shall be placed on or remain on the Union bulletin board.

20. UNION DUES.

20.1 The Borough agrees, for each member covered by this Agreement who in writing authorizes the Borough to do so, that it will deduct from the earnings payable to such member, the monthly dues and initiation fees, if any, for each member's membership in the Union. Deductions shall be made from the first payroll in each month and initiation fees shall be deducted in four (4) consecutive payroll periods immediately following the completion of the probationary period.

20.2 The Union dues deducted from a member's pay will be transmitted to the Secretary/Treasurer of Local Union No. 469 by check within ten (10)

working days after the first period in which the deductions are made, and within ten (10) working days after such deductions are made each month thereafter, and said dues deductions will be accompanied by a list showing the names of all members for whom the deductions were made.

20.3 The Union agrees to furnish written authorization in accordance with N.J.S.A. 52:14-15.9, as amended, from each member authorizing these deductions. The Union further agrees to be bound by all provisions of said State statute, as well as all other applicable provisions of law pertaining to dues check off.

20.4 Any member who decides not to join the Union after the ninety (90) day probationary period shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in the amount equal to eighty percent (80%) of the regular Union membership dues fees, and shall be in accordance with the provisions of N.J.S.A. 34:13A-5.4.

20.5 The Union agrees that it will indemnify and save harmless the Borough against any claims, actions, demands, losses or expenses in any matter resulting from action taken by the Borough at the request of the Union.

21. REDUCTION IN FORCE; SUBCONTRACTING.

21.1 In case of any necessary reduction in force, the Borough shall notify the Union not less than seventy-two (72) hours in advance. Any reduction in force shall be in order of least seniority within each job category and Department. A member who is subject to layoff because of reduction in

force and who is qualified to perform the job of another member in his or her Department who has less seniority may "bump" such other member within the Department. In the event of a dispute concerning the qualifications of the member who is subject to a reduction in force, the decision of the Mayor shall be final. All layoffs within the unit shall have a thirty (30) calendar days notification with pay and recall rights for up to two (2) years, effective January 1, 2006. Once the member is notified of possible recall, in writing, during the period in question, they must advise the Borough, in writing, of their desire to return within seven (7) calendar days of receipt of said letter; otherwise, they will have been deemed to have abandoned their right to be recalled.

21.2 Nothing herein shall prohibit the Borough from subcontracting, or contracting with any party, to perform work performed by members who are or may be covered by this Agreement now or in the future.

22. MEANING AND INTERPRETATIONS OF THIS AGREEMENT.

22.1 This Agreement shall be interpreted under the laws of the State of New Jersey and the rules and regulations of the New Jersey Public Employment Relations Commission.

22.2 Nothing contained in this Agreement shall alter the authority conferred by statute, administrative regulation, ordinance or resolution upon the Borough or any Borough official, or in any way abridge or reduce their authority.

22.3 Nothing contained in this Agreement shall be construed to deny or restrict the rights which any member may have under any other applicable laws and

regulations.

22.4 If any provision of this Agreement or the application of this Agreement to any employee or group of employees is held to be contrary to law, the validity and application of the remaining provisions or to the remaining employees shall not in any way be affected or impaired.

23. NOTICES.

All notices provided under this Agreement shall be addressed to the Union and to the Borough as follows: International Brotherhood of Teamsters, Local Union Union No. 469, 170 Changebridge Road, Unit B 3-4, Montville, New Jersey 07045; Borough of North Plainfield, 263 Somerset Street, North Plainfield, New Jersey 07060.

24. DISPATCHERS.

24.1 Base salary for dispatchers shall be as per the salary schedule.

24.2 Dispatchers agree that training a new person is part of their normal duty. There shall be no changes in Dispatchers' breaks, meal period(s) or compensatory time. There shall also be no changes in the Dispatchers' schedules, subject to the discretion of the Chief of Police or designee.

24.3 Dispatchers' uniform and maintenance allowance shall be \$200.00 per year, to all current (as of January 1, 1999). Dispatchers with applicable and appropriate withholding and prorated by the month for any new hires after January 1, 1999. Effective the second pay period in November 2006, dispatchers will be eligible for a clothing maintenance allowance of two hundred and fifty (\$250.00) dollars. If they do not work the full year, they will only be eligible for a pro rata share of such. Effective the second pay period

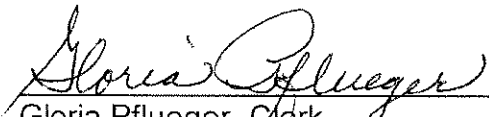
in November 2007, dispatchers will be eligible for a clothing maintenance allowance of two hundred and seventy five (\$275.00) dollars. If they do not work the full year, they will only be eligible for a pro rata share of such.

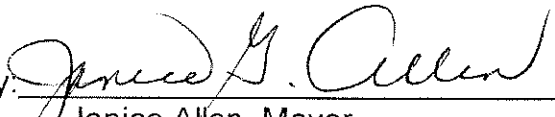
25. DURATION.

The term of this Agreement shall be from January 1, 2005 through December 31, 2007. If a new agreement has not been executed by December 31, 2007, then this Agreement shall continue in full force and effect until a successory agreement is executed.

ATTEST:

BOROUGH OF NORTH PLAINFIELD


Gloria Pflueger, Clerk

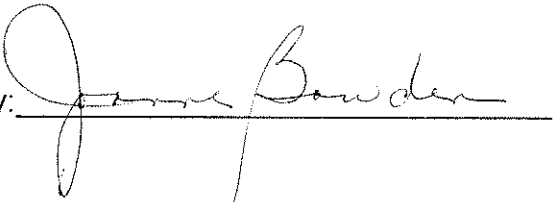
By: 
Janice Allen, Mayor

Dated: February 9, 2006

ATTEST:

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL Union No. 469


Gloria Pflueger

By: 
Janne Bowden

Dated: February 10, 2006

SALARY GUIDE

<u>POSITION</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>
Control Person	\$18.23/hr	\$18.85/hr	\$19.49/hr
Board of Adjustment	\$15.45/hr	\$15.98/hr	\$16.52/hr
Registrar	\$17.45/hr	\$18.04/hr	\$18.65/hr
Deputy Court Administrator	\$19.30/hr	\$19.96/hr	\$20.64/hr
Violations Clerk (Range) (Min)	\$14.18/hr	\$14.66/hr	\$15.16/hr
(Max)	\$16.30/hr	\$16.85/hr	\$17.42/hr
Bookkeeper	\$18.66/hr	\$19.29/hr	\$19.95/hr
Administrative Assistant (Min)	\$17.80/hr	\$18.41/hr	\$19.04/hr
(Max)	\$25.55/hr	\$26.42/hr	\$27.32/hr
Payroll Supervisor/Deputy Tax Collector	\$23.37/hr	\$24.26/hr	\$24.98/hr
Accounts Payable Clerk	\$19.47/hr	\$20.13/hr	\$20.81/hr
Police Dispatcher (Min)	\$13.51/hr	\$13.97/hr	\$14.44/hr
(Max)	\$14.87/hr	\$15.38/hr	\$15.90/hr
Building/Electrical/Fire Inspector	\$32.14/hr	\$33.23/hr	\$34.36/hr
Senior Bus Coordinator	\$14.34/hr	\$14.83/hr	\$15.33/hr
Senior Bus Driver	\$14.87/hr	\$15.38/hr	\$15.90/hr
Records Clerk	\$18.70/hr	\$19.34/hr	\$20.00/hr
Interpreter (Annual Salary)	\$2500/yr	\$2500/yr	\$2500/yr
Maintenance (Building)	\$14.62/hr	\$15.12/hr	\$15.63/hr
Maintenance (P/T)	\$14.62/hr	\$15.12/hr	\$15.63/hr
Maintenance (Vermuele) (Annual)	\$19,047.55/yr	\$19,695.17/yr	\$20,362.81/yr

RESOLUTION NO. 12-19-05-02a

**BOROUGH OF NORTH PLAINFIELD
COUNTY OF SOMERSET
STATE OF NEW JERSEY**

BE IT RESOLVED by the Council of the Borough of North Plainfield that the Mayor and Borough Clerk are hereby authorized to execute the attached Memorandum of Agreement between the Borough of North Plainfield and Teamsters Local 469 for the period of January 1, 2005 through December 31, 2007.



Council Member



Council President

Introduced: December 19, 2005

Adopted: December 19, 2005

