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AGREEMENT

BETWEEN THE BOROUGH OF NORTH PLAINFIELD

AND

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 866

FOR THE PERIOD JANUARY 1, 1993 THROUGH DECEMBER 31, 1995

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fire fighters, public works employees, and managerial  
atives. This recognition is pursuant to and in compliance  
with the New Jersey Employer-Employee Relations Act, NJS 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 terms have 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 twenty-five (25) 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

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 groups, Active and Inactive (current employees and past employees). The Mayor and the Administrator shall have access to all personnel files. A Department Head may, in the presence of the Administrator, have access to the records of Members in the Department. Any Member may, in the presence of the Administrator, examine his or her personnel file at reasonable times. No material may be inserted in 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.

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 posting. 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 The Borough and the Union shall form a joint committee, consisting of two persons appointed by each, for the purpose of writing job descriptions for the various job classifications within the bargaining unit. Upon the establishment of job descriptions, they shall be attached to and become part of this Agreement.

5.7 It shall be the responsibility of the Department Head to submit a written job evaluation for each employee no later than November 1 of each year.

5.8 Seniority shall be a factor in promotions; however, nothing shall limit management's right to make promotional decisions. The Mayor's decision regarding promotion shall be

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-five (35) per week, not including the unpaid lunch period. Hours for all Departments shall be posted. The Mayor may designate the hours of work for Members of the Union to permit Borough offices to remain open beyond 4:30 p.m. for the convenience of Borough residents and taxpayers.

7.2 1993 Salaries. The base annual salary for each Member for calendar year 1993 shall be increased by 5.06% over that Member's 1992 salary as of December 31, 1992.

7.3 1994 salaries. The base annual salary for each Member for calendar year 1994 shall be increased by 4.0% over that Member's 1993 salary as of December 31, 1993.

7.4 1995 salaries. The base annual salary of each Member for calendar year 1995 shall be increased by 4.5% over that Member's 1994 salary as of December 31, 1994.

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. The overtime policies of subparagraphs 7.5.2 through 7.5.3 shall be in effect after August 24, 1994.

7.5.2 Work exceeding the Member's regular work hours but

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

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, except that employees having nineteen (19) continuous years of employment as of January 1, 1993 shall receive thirty (30) days annual vacation.

10.3 Holiday During Vacation. If a Holiday falls within the vacation period of a Member who is regularly scheduled to work on every working 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 1, 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

will not be allowed in lieu of unused vacation time. It is the desire of the Borough that each Member take advantage of vacations for health, rest, and relaxation.

10.8 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.

10.9 Vacations shall be completed within the calendar year and may not be accumulated unless approved in writing by the Administrator and the Mayor. 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. Such approval will not be unreasonably withheld. If the Borough requires a Member to cancel a vacation after November 1, the Member shall be entitled to carry the vacation until June 30 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.

10.10 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 Fifteen (15) days with pay for the calendar years 1993 and 1994. In the first year of employment, Members



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.

11.2 Permissible Use of Sick Time. The following are allowable as sick days:

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 quarantine by a duly constituted health authority.

11.2.3. 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.

hours compared to thirty five (35) 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 11.6 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 and five-sixths (5/6) day per full day of verifiable sick leave accumulated and not previously used in excess of 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.

12. PERSONAL LEAVE.

Commencing January 1, 1995, Full-time Members only shall 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, and shall not be taken in conjunction with or as part of vacation

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 dollars (\$5.00) per day may be retained by the Member. Compensation in excess of five dollars (\$5.00) per day shall be paid over to the Borough. 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. Members shall contribute the sum of one hundred and fifty dollars (\$150.00) each per year toward the cost of this health insurance only if all other unionized Borough employees are likewise required to contribute to the cost of their health insurance.

15.1.2 Errors and omission 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 its reasonable equivalent.

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 a Member for just cause without pay. Whenever a Member is suspended, a written report shall be submitted by the Department

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.

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 the grievance has occurred. The Department Head shall meet with the grievant and the Union Shop Steward within five (5) working days of 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 17.2 <sup>typo</sup> 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

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 such 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 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 866 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

Members shall have the right to be recalled for employment in their previous jobs for a period of one (1) year following a reduction in force.

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 INTERPRETATION 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