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# AGREEMENT

LOCAL UNION NO. 866, INTERNATIONAL  
BROTHERHOOD  
OF TEAMSTERS, CHAUFFERS, WAREHOUSEMEN  
AND HELPERS  
OF AMERICA

AND

BOROUGH OF NORTH PLAINFIELD, NEW JERSEY

1991-1993

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LOCAL UNION NO. 886, INTERNATIONAL

BROTHERHOOD

OF TEAMSTERS, CHAUFFERS, WAREHOUSEMEN

AND HELPERS

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BOROUGH OF NORTH PLAINFIELD, NEW JERSEY

1991-1993

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## LABOR AGREEMENT

AGREEMENT entered into this 2nd day of December, 1992, between LOCAL UNION NO. 866, affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as the "UNION" and BOROUGH OF NORTH PLAINFIELD, New Jersey, hereinafter referred to as the "EMPLOYER".

The effective date of this Agreement is January 1, 1991.

The EMPLOYER and the UNION agree as follows:

### ARTICLE 1

#### RECOGNITION

The EMPLOYER recognizes LOCAL UNION NO. 866, affiliated with International Brotherhood of Teamster, Chauffeurs, Warehousemen and Helpers of America as the sole and exclusive bargaining agency for all persons employed in classification covered by this AGREEMENT in all matters pertaining to rates of pay, wages, (salaries), hours of work, benefits, and other terms and conditions of employment.

EXCLUDED are all professional, office clerical, watchmen, guards, policemen, firemen, and managerial executives, craft, and confidential employees and supervisors within the meaning of the Public Employment Relations Act.

### ARTICLE II

#### SUPERVISORY AND OTHER EXCLUDED PERSONNEL

At no time will any excluded employee or employee with supervisory authority be permitted to perform any work covered by this Agreement, except for the purpose of instruction, training and in the absence of qualified people, or in the event of an emergency such as a flood. This provision shall not be deemed to preclude the performance of any work within the fire house by employees of the Department of Fire Prevention and Protection, nor shall it preclude the performance of any work by such employees upon equipment utilized in fire prevention and protection such as fire hydrants and alarm call boxes. This provision shall not be utilized to deprive employees the opportunity to earn wages.

### ARTICLE III

#### DUES CHECK-OFF

The Employer agrees that it will, on the first payroll in each month, deduct the Union dues from the pay of each employee and transmit the same with a list of such employees to the Secretary-Treasurer of LOCAL UNION 866 within ten (10) days after the dues are deducted.

After an employee has been employed for 60 days the Employer agrees to deduct the initiation fee in two (2) consecutive pay periods and to transmit the same as above set forth.

### ARTICLE IV

#### PROBATIONARY PERIOD

All newly hired employees shall serve a probationary period of ninety (90) days. During this probationary period the Employer reserves the right to terminate a probationary employee for any reason. Such termination shall not have recourse through the Grievance and Arbitration provisions of this Agreement.

### ARTICLE V

#### SENIORITY

Seniority shall mean a total of all periods of employment within classifications covered by this Agreement.

An employee shall lose seniority rights only for any of the following reasons:

- (a) Voluntary Resignation.
- (b) Discharge for just cause.
- (c) Failure to return to work within the prescribed period upon recall as provided in the lay-off and recall provisions of this Agreement.
- (d) Continuous lay-off beyond recall period for re-employment outlined elsewhere in this Agreement.

Seniority shall prevail in all provisions of this Agreement where a preference may be exercised.

## ARTICLE VI

### NOTIFICATION TO THE UNION

The Employer will notify the Union in writing of all promotions, demotions, transfers, suspensions, and discharges.

The Employer will notify the Union in writing prior to a layoff.

The Employer will provide the Union with an updated list of covered employees showing name, address, classification, social Security Number, and rate of pay.

The Employer will notify the Union of additions and deletions to the payroll of covered employees as they occur.

The Employer will notify the Union within one (1) week of any new hires.

## ARTICLE VII

### PROMOTIONS AND DEMOTIONS

The Employer agrees to fill all job vacancies from within the bargaining unit before hiring new employees.

The Employer shall post all vacancies. The Employer shall post a notice stating the name of the job classification, location of assignment and the requirements. In addition, the notice shall invite bids from the employees. This notice shall remain posted on all bulletin boards for eleven (11) working days.

Employees have the right to bid laterally. Lateral transfers shall be awarded to the most senior qualified employee who bids for the job.

Promotions shall be awarded to the most senior qualified employee who bids for the job.

The successful bidder shall receive a trial period of one hundred twenty (120) days on the new assignment. Such employee shall be compensated at the rate of pay of the new classification.

The Union and the employee will be kept advised of the progress made in learning the new assignment. The employee will be given every assistance to successfully meet the requirements of the job. If the employee fails to successfully meet these

requirements within the trial period such employee shall be returned to the classification formerly held and shall assume seniority and pay as though the old classification was never left.

In the event a surplus exists in a particular classification, the employees with the least amount of classification seniority shall be demoted to the next lower classification.

#### ARTICLE VIII

##### SUSPENSION OR REVOCATION OF LICENSE

In the event an employee shall suffer a suspension or revocation of his chauffeur's license because of a succession of size and weight penalties, caused by the employee complying with his Employer's instructions to him, the Employer shall provide employment for such employee at not less than his regular earnings at the time of such suspension for the entire period thereof subject however to the seniority and lay-off provisions applicable to him at the time of such suspension.

#### ARTICLE IX

##### SUBCONTRACTING

The Employer agrees not to contract work to avoid the terms of this agreement, or which will cause employees to be laid off or will cause laid-off employees not to be recalled.

#### ARTICLE X

##### LAYOFFS AND RECALL

In the event the Employer reduces the working force, the following procedure shall apply:

1. Employees shall be laid off in the order of least total employment seniority, regardless of classification.
2. Notice of such layoffs will be given at least thirty (30) days before the scheduled layoff.
3. A laid off employee shall have preference for re-employment for a period of two (2) years.
4. The Employer shall rehire laid off employees in the order of greatest employment seniority. Under no circumstances whatsoever shall the Employer hire from the open market while any



employee has an unexpired term of preference for re-employment who is ready, willing and able to be re-employed.

5. Notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee. The employee will respond in writing within seven (7) days or be deemed to have refused employment.

The within provisions regarding layoffs and recall shall not be deemed applicable to State or federally funded employees.

State or federally funded employees shall be given primary consideration for hire as permanent employees.

## ARTICLE XI

### SEPARATION OF EMPLOYMENT

Upon discharge or quitting, the Employer shall pay all monies due to the employee including pro rata vacation pay on the payday for the payment period for the last day of the employee's employment.

## ARTICLE XII

### JOB STEWARDS

The Employer recognizes the right of the Union to designate job stewards and alternates.

The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. the investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;

2. the collection of dues when authorized by appropriate local union action;

3. the transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information.

(A) have been reduced to writing or

(B) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the employer's business.

Job stewards and alternates have no authority to take strike action or any other action interrupting the employer's operations.

The employer recognizes these limitations upon the authority of job stewards and their alternates, and shall not hold the union liable for any unauthorized acts. The employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown, or work stoppage.

Stewards shall be permitted to investigate, present and process grievances on or off the property of the employer, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime; provided, however, that under no circumstances shall any time spent by stewards after working hours be considered work for the purpose of computing working hours and/or overtime.

#### ARTICLE XIII

##### INSPECTION PRIVILEGES

Providing prior notice is given to the Employer, authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule.

#### ARTICLE XIV

##### GRIEVANCE PROCEDURE

A grievance is hereby defined to be any controversy, complaint, misunderstanding, or dispute.

Any Shop Steward shall be permitted time to investigate and adjust the grievance of any employee after notification to the supervisor. Employees shall have the Union representative present during discussion of any grievance with representatives of the Employer.

Any grievance arising between the Employer and the Union or any employees(s) represented by the Union shall be settled in the following manner:

Step 1: The aggrieved employee or employees must present the grievance to the Director, Department of Public Works through the Shop Steward within five (5) working days after knowledge of the grievance or the reason for the grievance has occurred, except that no time limit shall apply in case of violation of wage provisions of this Agreement. If a satisfactory settlement is not reached with the Director, Department of Public Works within three (3) working days, the grievance may be appealed to Step 2.

Step 2: The Union Business Representative shall then take the matter up with a representative of the Employer with authority to act upon such grievance. A decision must be made within five (5) working days.

Step 3: If no satisfactory settlement can be agreed upon, the matter may be referred to arbitration under the auspices of the Public Employment Relations Commission. After the submission of a list of arbitrators to the Union and the Employer, they shall reply with their preferred selection no later than five (5) working days after receipt of such list.

The Arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement. The Arbitrator shall determine any question of arbitrability.

A mutual settlement of the grievance pursuant to the procedures set forth herein and/or a decision of the Arbitrator will be final and binding on all parties and the employees involved.

The expense of the Arbitrator selected or appointed shall be borne equally by the Employer and the Union.

The Local Union, or its authorized representative shall have the right to examine the time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or records pertaining to a specific grievance.

The procedures set forth herein may be invoked only by an authorized representative of the Employer or the Union.

If either party fails to comply with the award of the Arbitrator or with the procedures of this Article, either party shall have the right to take all appropriate legal and/or equitable action to enforce compliance.

All grievances will be filed in writing.

The authorized representative of the Union will be the Union Business Representative.

## ARTICLE XV

### DISCHARGE OR SUSPENSION

The Employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of any employee, the Employer must immediately notify the employee in writing of his discharge or suspension and the reason therefor. Such written notice shall also be given to the Shop Steward, and a copy mailed to the LOCAL UNION office, within one (1) working day from the time of the discharge or suspension.

Before any employee is discharged, there shall be a written notice to the Union and the reason(s) for the intended discharge and as soon thereafter as it is practicable to do so a conference held between the Union and the Employer for the purpose of reviewing the matter.

A discharged or suspended employee must advise his LOCAL UNION in writing, within five (5) working days after receiving notification of such action against him, to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing within ten (10) days from the date of discharge and/or suspension. The appeal shall be heard beginning with Step 2 of the Grievance and Arbitration provisions of this Agreement.

Should it be proven that an injustice has been done a discharged or suspended employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity. If the Union and the Employer are unable to agree upon settlement of the case, then it may be referred to the Grievance Procedure as set forth in this Agreement within fifteen (15) calendar days after the above notice of appeal is given to the Employer.

## ARTICLE XVI

### HOURS OF WORK

The Employer agrees to schedule each employee for eight (8) hours of work each day and for forty (40) hours of work each week, Monday through Friday inclusive. There shall be no split shifts.

The scheduled hours of work are shown below:

7:00 A.M. to 3:30 P.M.

The Employer shall allow a one-half (1/2) hour unpaid lunch period each day.

Twice a week the Employer may schedule an employee to operate the street sweeper from 4:00 A.M. to 12 Noon, granting to said employee a paid one-half (1/2) hour lunch period.

The Employer agrees to allow a paid one-half (1/2) hour lunch period whenever an employee is required to work ten (10) consecutive hours and an additional one-half (1/2) hour lunch period for each subsequent four (4) hours of work.

The Employer shall allow a paid fifteen (15) minute break once during each four (4) hour work period.

The Employer agrees to guarantee each employee a minimum of eight (8) hours work or pay in lieu thereof, each day, Monday through Friday, subject to the terms of this Agreement.

The Employer agrees to guarantee an employee a minimum of three (3) hours work or pay in lieu thereof at the regular or applicable premium rate of pay, as the case may be, whenever the Employer calls an employee into work on a Monday through Friday at times other than the employee's scheduled work hours.

The Employer agrees to guarantee an employee a minimum of three (3) hours work or pay in lieu thereof at the applicable premium rate of pay whenever the Employer calls an employee into work on a Saturday, Sunday or holiday.

## ARTICLE XVII

### PREMIUM PAY

The Employer agrees to pay premium wages in accordance with the following rules:

One and one-half (1-1/2) times the straight time hourly rate shall be paid for:

1. All hours spent in the service of the Employer in excess of eight (8) hours in any twenty-four (24) hour period.
2. All hours spent in the service of the Employer prior to the scheduled starting time.
3. All hours spent in the service of the Employer on any Saturday.

Two (2) times the straight time hourly rate of pay shall be paid for all time spent in the service of the Employer on any Sunday. Two (2) times the straight time hourly rate of pay shall be paid for all time spent in the service of the Employer on any

holiday in addition to eight (8) hours straight time Holiday pay. Two (2) times the straight time hourly rate of pay shall be paid for all time spent in the service of the Employer on any vacation day (Monday through Friday) for which the employee was called in to work.

Opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earnings within each class of work, provided the employee is qualified to perform the overtime assignment.

The Employer agrees not to require or in any way solicit any employee to take time off to compensate for time worked in excess of eight (8) hours in a work day or forty (40) hours in a work week.

Anything to the contrary contained herein notwithstanding, premium wages for the job classification "Equipment Operator - Mechanic" shall be identical to and no more than premium wages for the job classification "Equipment Operator".

#### ARTICLE XVIII

##### SNOW REMOVAL

Employees performing emergency work such as snow plowing, sanding, flood control, storm damage, etc., for more than four (4) consecutive hours outside their normal work day shall have one (1) hour off after each four (4) hours of such work, said hour off shall be considered one-half (1/2) hour as a lunch break and one-half (1/2) hour as a rest period.

#### ARTICLE XIX

##### JOB CLASSIFICATION SHEETS

The Employer will prepare and make available to the Union Job Classification Sheets describing the principal functions of each job classification covered by this Agreement and any new classifications coming under this Agreement.

At least thirty (30) days before putting a new classification into effect, the Employer shall give the Union a job classification sheet for discussion and for the purpose of negotiating a rate of pay. The Employer agrees that in establishing a new classification, the existing classifications at that time will not in any way be eroded. The Union may recommend changes in the classification sheet.

The Employer and the Union agree that the Current classifications will be continued. The duties of the "Equipment Operator - Mechanic" shall be increased to include tune-ups, brake work, shock work, and other minor repairs on all Borough-owned vehicles including, but not limited to, police cars.

#### ARTICLE XX

##### WORK ASSIGNMENTS

The Employer agrees not to direct or require their employees or persons other than the employees in the bargaining unit here involved, to perform work which is recognized as the work of the employees in said unit, except as may herein otherwise be provided by this Agreement.

The Employer agrees not to direct or require employee(s) to perform any work other than the work prescribed of the individual employee's Classification, unless otherwise specifically provided for in this Agreement.

#### ARTICLE XXI

##### WORKING AT DIFFERENT RATES

An employee assigned to a classification with a higher rate of pay regardless of the time period shall be paid the higher rate of pay for the entire day including overtime.

#### ARTICLE XXII

##### RATES OF PAY

Employees will be classified in accordance with skills used and shall be paid not less than the minimum for such classification in accordance with the table of Job Classifications and Rates of Pay in Schedule "A" which is attached hereto and made a part of this Agreement.

#### ARTICLE XXIII

##### LONGEVITY

Employees are entitled to receive two (2%) percent of base wages as longevity pay for each completed five (5) years employment up to a maximum of six (6%) percent.

Longevity Entitlement is based on each employee's initial date of hire.

## ARTICLE XXIV

### PAY DAY

Employees will be paid all earnings by check on alternate Thursdays.

Employees will be paid during working hours.

When pay day falls on a holiday, then the preceding way will be pay day.

Vacation pay will be paid on the pay day prior to the start of the vacation period, upon request of the individual employee.

## ARTICLE XXV

### HOLIDAYS

The employer agrees to pay each employee eight (8) hours pay without working for each of the following Holidays:

New Year's Day

Columbus Day

Lincoln's Birthday

General Election Day

Washington's Birthday

Veterans' Day

Good Friday

Thanksgiving Day

Memorial Day

Friday after Thanksgiving Day

Independence Day

Christmas Eve Day

Labor Day

Christmas Day

Two personal days for no sick time taken in the previous calendar year.

Any holiday which falls on a Saturday shall be celebrated the preceding Friday.

Any holiday which falls on a Sunday shall be celebrated the following Monday.

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



## ARTICLE XXVI

### VACATIONS

Vacation entitlement shall be based on the employee's anniversary date of employment.

Vacation pay shall be based on an employee's forty (40) hours straight time pay.

TOTAL EMPLOYMENT SENIORITY	VACATION ENTITLEMENT
One (1) year	8 working days
Two (2) years	16 working days
Four (4) years	17 working days
Nine (9) years	24 working days
Nineteen (19) years	30 working days

Vacation may be scheduled throughout the calendar year.

Vacation schedules shall be posted by April 1.

Preference for selection shall be awarded employees in the order of greatest total employment seniority in the bargaining unit.

In the event a holiday named in this Agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation with pay.

In the event a death occurs in an employee's immediate family or the employee is disabled during the vacation period the remaining vacation time shall be cancelled and rescheduled at the employee's request. The Employer may request proof substantiating death or disability.

Vacations may be taken at any time during the course of the Calendar Year.

There shall be posted in each department an open schedule on which employees shall indicate their vacation preference, thus making it possible for individual employees to discuss with each other their individual preferences and make any mutually agreeable exchanges of vacation times. Employees shall have the right to move their vacation preference to a period in which a vacancy exists provided reasonable prior notice is given. There shall be no seniority "bumping" privileges once the scheduling of vacations has been completed.

The Borough will indicate on the schedule the number of men in each classification it can spare at any one time during the vacation season. The number of men allowed to take a vacation in any particular week in each classification within a department is subject to review and discussion between the Job Steward and the Department Head.

#### ARTICLE XXVII

##### SICK LEAVE

Sick leave shall be granted in accordance with the provisions of Ordinance No. 659, which said Ordinance is hereinafter reproduced and annexed to this Agreement as Schedule "B" and which said Ordinance and the provisions thereof are fully incorporated in this Agreement.

#### ARTICLE XXVIII

##### HEALTH CARE INSURANCE PROGRAM

The Employer shall provide each employee, excluding probationary employees, the following Health Care Insurance with dependent coverage:

- A. Comprehensive Hospital Insurance.
- B. Comprehensive Surgical Insurance.
- C. Diagnostic Insurance.
- D. Major Medical.
  - 1. \$50.00 deductible.
  - 2. 80-20 co-insurance on the first \$20,000.00
  - 3. \$100,000.00 cumulative maximum - \$25,000.00 maximum per calendar year.

The Employer agrees to pay full cost for the above described Health Care Insurance Program.

The Employer shall provide each employee, excluding probationary employees, a group dental insurance plan equal to that given to the police department. The Employer agrees to pay the full cost for the above-described group dental insurance plan.

When an employee is terminated, laid off or recalled to work the Employer will be required to pay the full amount of coverage for any part of the month for which the employee works.

Failure on the part of the Employer to regularly contribute as specified hereinabove shall make him liable for all claims.

The schedule of benefits to which each covered employee is entitled will be attached to and made part of this Agreement.

#### ARTICLE XXIX

##### GROUP INSURANCE & PENSION

Each employee shall be enrolled for all benefit entitlements provided within the Public Employee Retirement System.

Pension benefits shall be based on those items of compensation acceptable to the Public Employee Retirement System.

#### ARTICLE XXX

##### FUNERAL LEAVE

The Employer agrees to grant an employee a funeral leave with full pay when a death occurs in the employee's immediate family.

The employee's immediate family is considered to include: Spouse, children, brother, sister, parents, parents-in-law, brother-in-law, sister-in-law, grandchildren, grandparents of employee or spouse.

This provision also applies for any other relative who resides with the employee.

Funeral leave with pay shall not exceed three (3) working days and shall terminate the day following the funeral.

The Employer may request submission of proof.

#### ARTICLE XXXI

##### MILITARY LEAVE

Employees enlisting or entering the Military or Naval Service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and amendments thereto, shall be granted all rights and privileges provided by the Act.

Upon return from Military Service Leave, an employee shall resume all former employment service credits together with such improvements as such employee would have gained had Military Service not been entered, so that in no event will employment service credit status be less than provided by applicable Government Laws and Regulations.

#### ARTICLE XXXII

##### JURY DUTY

An employee who is called to Jury Duty shall immediately notify the Employer.

An employee shall not be required to report back for work on any day in which court is attended for Jury Duty Service, regardless of the employee's shift.

The Employer agrees to pay the employee eight (8) hours straight time pay for each day on Jury Duty Service.

#### ARTICLE XXXIII

##### UNIFORMS

Until implementation of this Agreement following its execution in 1992, employees shall provide and maintain their own uniforms which shall consist of shirts, pants, rain gear, winter coat, shoes.

The Director of the Department of Public Works shall specify the type and color of shirts and pants to be utilized as part of the uniform.

Each employee shall be provided the sum of three hundred twenty-five dollars (\$325.00) per annum as and for a clothing allowance for 1991, 1992, and 1993.

It shall be the obligation of each employee to maintain his uniforms in good condition and to wear same on all work days between April 15 and October 15. Failure to maintain uniforms or to wear same as required will result in disciplinary action against the employee, including deduction of pay for failure to be properly attired during the period specified.

Anything to the contrary contained herein notwithstanding, commencing with the execution of this Agreement, the Employer will, at its cost and expense, provide raingear, shoes, gloves, and hardhats to all employees. Employer will, at its cost and expense, replace such equipment as reasonably required unless the

need therefor is the result of the intentional or negligent act of the employee. Employees shall wear equipment provided in accordance with directions of the Employer. Employer shall establish reasonable rules and regulations regarding the types, approved places of supply, and cost of items to be provided by Employer. Employees shall abide by such reasonable rules and regulations.

#### ARTICLE XXXIV

##### UNREIMBURSED EXPENSE ALLOWANCE

Each employee as of November 1 of the applicable year who has been actively engaged in work for the Borough for a period of at least six (6) months in that calendar year shall receive the sum of seventy-five (\$75.00) per annum for 1991, 1992, and 1993 to offset any unreimbursed expenses incidental to the employee's work. The employee will not be required to submit vouchers or otherwise account for the expenditure of the allowance.

#### ARTICLE XXXV

##### UNION BULLETIN BOARD

The Employer agrees to provide a bulletin board in a conspicuous place in each facility where employees report to work. Postings by the Union on such bulletin boards are to be confined to official business of the Union.

#### ARTICLE XXXVI

##### SAFETY

The Employer shall not require, direct or assign any employee to work under unsafe or hazardous conditions. The employee upon discovering an unsafe or hazardous condition will immediately tell the supervisor. The supervisor will either determine and advise how the work can be performed safely or will stop the work.

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because not mechanically sound or properly equipped, shall be appropriately tagged so that it cannot be used by other drivers until the maintenance department has adjusted the complaint. After

equipment is repaired, the Employer shall place on such equipment an "OK" in a conspicuous place so the driver can see the same.

#### ARTICLE XXXVII

##### SANITARY CONDITIONS

The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water, toilet facilities and individual lockers.

#### ARTICLE XXXVIII

##### COMPENSATION CLAIMS

The Employer agrees to cooperate toward the prompt settlement of employee-on-the-job injury claims when such claims are due and owing as required by law. The Employer shall provide Workmen's Compensation protection for all employees or the equivalent thereof if the injury arose out of or in the course of employment.

In the event that an employee is injured on the job the Employer shall pay such employee guaranteed wages for that day lost because of such injury. An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention shall receive pay at the applicable hourly rate of pay for the balance of the regular shift or overtime guarantee on that day. An employee who has returned to regular duties after sustaining a compensable injury who is required by the workmen's compensation doctor to receive additional medical treatment during regularly scheduled working hours shall receive regular hourly rate of pay for such time.

#### ARTICLE XXXIX

##### NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation and other terms and conditions of employment because of such individual's race, color, sex, national origin or age (between the years of 40 and 65), nor will they limit, segregate or classify employees in any way to deprive any individual employment opportunities because of race, color, religion, sex, national origin or age (between the years of 40 and 65).

Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine gender.

## ARTICLE XL

### PROTECTION OF RIGHTS

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refused to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, except as to extreme emergency conditions.

## ARTICLE XLI

### NO STRIKE-NO LOCKOUT

The parties agree to settle any differences through the grievance and arbitration procedure; therefore, the Union agrees that it will not call a strike or any other action interrupting the Employer's business and the Employer agrees that it will not lock out its employees during the term of this Agreement.

## ARTICLE XLII

### MANAGEMENT RIGHTS

The Employer shall retain all rights of management resulting from ownership or pertaining to its operation, except as such rights are limited or modified by the provisions of this Agreement.

## ARTICLE XLIII

### SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement or of any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of

written notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity of restraint.

If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

ARTICLE XLIV

TERMINATION CLAUSE

This Agreement shall be in full force and effect from January 1, 1989, to and including December 31, 1990, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior date of expiration.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 2nd day of December, 1992 to be effective as of January 1, 1991.

FOR THE EMPLOYER:

Thomas J. Ardle  
Mayor

FOR THE EMPLOYEES

Richard S. Beal

ATTEST:

Gloria R. Meyer  
Municipal Clerk

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**SCHEDULE "A"**

**JOB CLASSIFICATIONS AND RATE OF PAY**

<u>Classifications</u>	<u>January 1, 1991</u>	<u>July 1, 1991</u>
	(ANNUAL RATES)	
Driver	\$27,411.21	\$28,507.66
Laborer	\$25,713.90	\$26,742.46
First Year Man	\$22,313.11	\$23,205.64
Probationary	\$20,502.77	\$21,322.88
Equipment Operator	\$29,060.52	\$30,222.94
Equipment Operator-Mechanic	\$29,060.52 plus \$108.15 biweekly	\$30,222.94 plus \$112.48 biweekly
Bucket Equipment Operator (Limited to One Man)	\$30,229.27	\$31,438.44

Masonry Work - Employees will be paid \$1.11 per hour over normal rate while performing masonry work during first 6 months and \$1.16 per hour over normal rate while performing masonry work during last 6 months of 1991.

Mechanic Work- Employees other than the Equipment Operator-Mechanic performing mechanic work with prior approval in accordance with procedures established by the Director of the Department of Public Works will be paid \$1.35 per hour over normal rate while performing such mechanic work during first 6 months and \$1.41 per hour over normal rate while performing such mechanic work during last 6 months of 1991.

**SCHEDULE "A" (cont'd)**

**JOB CLASSIFICATIONS AND RATE OF PAY**

<u>Classifications</u>	<u>January 1, 1992</u>	<u>July 1, 1992</u>
Driver	\$14.12 per hr	\$14.69 per hr
Laborer	\$13.25 per hr	\$13.78 per hr
First Year Man	\$11.50 per hr	\$11.95 per hr
Probationary	\$10.56 per hr	\$11.00 per hr
Equipment Operator	\$14.97 per hr	\$15.57 per hr
Equipment Operator-Mechanic	\$14.97 per hr plus \$57.93 per wk	\$15.57 per hr plus \$60.25 per wk
Bucket Equipment Operator (Limited to One Man)	\$15.57 per hr	\$16.19 per hr

Masonry Work - Employees will be paid \$1.20 per hour over normal rate while performing masonry work during first 6 months and \$1.25 per hour over normal rate while performing masonry work during last 6 months of 1992.

Mechanic Work- Employees other than the Equipment Operator-Mechanic performing mechanic work with prior approval in accordance with procedures established by the Director of the Department of Public Works will be paid \$1.45 per hour over normal rate while performing such mechanic work during first 6 months and \$1.51 per hour over normal rate while performing such mechanic work during last 6 months of 1992.

SCHEDULE "A" (cont'd)

JOB CLASSIFICATIONS AND RATE OF PAY

<u>Classifications</u>	<u>January 1, 1993</u>	<u>July 1, 1993</u>
Driver	\$15.13 per hr	\$15.73 per hr
Laborer	\$14.20 per hr	\$14.76 per hr
First Year Man	\$12.31 per hr	\$12.81 per hr
Probationary	\$11.31 per hr	\$11.77 per hr
Equipment Operator	\$16.04 per hr	\$16.68 per hr
Equipment Operator-Mechanic	\$16.04 per hr plus \$62.06 per wk	\$16.68 per hr plus \$64.55 per wk
Bucket Equipment Operator (Limited to One Man)	\$16.88 per hr	\$17.35 per hr

Masonry Work - Employees will be paid \$1.29 per hour over normal rate while performing masonry work during first 6 months and \$1.35 per hour over normal rate while performing masonry work during last 6 months of 1993.

Mechanic Work- Employees other than the Equipment Operator-Mechanic performing mechanic work with prior approval in accordance with procedures established by the Director of the Department of Public Works will be paid \$1.55 per hour over normal rate while performing such mechanic work during first 6 months and \$1.61 per hour over normal rate while performing such mechanic work during last 6 months of 1993.

BOROUGH OF  
NORTH PLAINFIELD

Compensation Matters

NOTICE IS HEREBY GIVEN, that at a meeting of the Mayor and Council of the Borough of North Plainfield held in the Council Chambers in the Borough Hall of said Borough on Monday, October 18, 1978, there was introduced, read for the first time and passed on such first reading an ordinance, a true copy whereof is printed below, and that said Mayor and Council did then and there at the regular meeting of such Council to be held on the evening of Monday, November 8, 1978, beginning at 8:00 o'clock P.M., prevailing time at the time, and the said Borough Council Chambers as the place when and where said ordinance will be further considered for final passage, at which time and place, or at any time and place to which such meeting shall from time to time be adjourned, all persons interested will be given an opportunity to be heard concerning such ordinance.

The said ordinance as introduced and passed on first reading is in the following words and figures:

ORDINANCE NO. 558

AN ORDINANCE ESTABLISHING A SICK LEAVE POLICY FOR EMPLOYEES OF THE BOROUGH OF NORTH PLAINFIELD

Be it Ordained by the Mayor and Council of the Borough of North Plainfield, in the County of Somerset, and State of New Jersey as follows:

1. Sick leave means paid leave granted to a Borough employee who because of sickness or injury becomes disabled to a degree that makes it impossible for him to perform the duties of his position or, who is quarantined by a physician because he has been exposed to a contagious disease.

2. Full-time employees shall be eligible for sick leave in the manner hereinafter set forth. Permanent part-time employees shall be eligible for sick leave on a pro-rata basis. Temporary part-time and seasonal employees shall not be eligible for sick leave. Unless otherwise designated to the contrary, "employee" shall mean "full-time" employee.

3. A. Each employee shall be entitled to sick leave on the basis of ten (10) days for 1976, twelve (12) days each for 1977, 1978, and 1979 and fifteen (15) days for 1980 and fifteen (15) days for each year thereafter. In the first year of employment, an employee shall be entitled to sick leave on a pro-rata basis per month.

B. Upon an employee's retirement from service with the Borough and provided he is qualified for and is approved for benefits by the Public Employees' Retirement System or Police and Firemen's Retirement System under the Service, Deferred, Special, Early, Mandatory, Ordinary Disability, or Accidental Disability Retirement programs of either System, such employee shall be entitled to pay at the pay rate for his 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-eighths (5/8) 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-eighty (180) 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-eighty (180) days.

C. In the event of an employee's death prior to retirement such employee's estate shall be entitled to pay at the rate for the deceased employee's position as of the date of death equivalent to one-half (1/2) day 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-eighths (5/8) 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-eighty (180) day of such accumulated sick leave. An employee's estate shall not be entitled to any payment or credit for sick leave accumulated and not previously used in excess of one hundred-eighty (180) days.

D. An employee shall not be permitted to utilize anticipated sick leave until he has completed one (1) year of service. After one (1) year of service an employee may utilize up to the current year's anticipated sick leave provided prior accumulated sick leave has been first utilized.

E. Each employee in the employ of the Borough as of January 1, 1978, shall have credited to his accumulation of sick leave days, those verifiable, not previously used sick leave days to which he would have been entitled pursuant to prior sick leave procedures of the Borough. In no event, however, shall any employee be deemed to have been entitled to more than ten (10) days sick leave per calendar year. Each employee in the employ of the Borough as of January 1, 1978, shall be deemed to have been entitled to ten (10) days sick leave days for each calendar year during which he was an employee of the Borough.

F. There shall be no limitation, except as may be provided by statute, upon the number of sick leave days an employee may accumulate and utilize during his term of service, in accordance with the provisions of this Ordinance.

G. Each employee in the employ of the Borough as of the date of adoption of this Ordinance shall be deemed to have been entitled to ten (10) days sick leave days for the calendar year in which his employment commenced, anything to the contrary contained herein, notwithstanding.

H. Should an employee's employment terminate between January 1 and June 30, both inclusive in any calendar year, such employee shall be entitled to one-half (1/2) the allowable sick leave days for such calendar year. Should an employee's employment terminate between July 1 and December 31, both inclusive, in any calendar year, such employee shall be entitled to all the allowable sick leave days for such calendar year.

I. Each employee in the employ of the Borough for one year or more as of January 1, 1976, shall have credited to his accumulation of sick leave days, an additional ten (10) days; provided, however, any employee who was credited with an additional number of sick leave days pursuant to paragraph 3B of Ordinance No. 540, shall only be credited with the difference between ten (10) days and the number of additional sick leave days with which he was credited pursuant to Ordinance No. 540, paragraph 3B.

4. A. When an employee is absent from work because of sickness, injury or quarantine for more than five (5) consecutive work days, his supervisor may require the employee, at the employee's expense, to submit an acceptable medical certificate from a physician relating to such illness, injury or quarantine.

B. When an employee has been absent on sick leave for periods totaling in excess of ten (10) days in one (1) calendar year consisting of periods of less than five (5) consecutive work days, his supervisor may require the employee, at the employee's expense, to submit an acceptable medical certificate from a physician before approving any additional sick leave in that calendar year.

C. An employee's supervisor may require medical proof of an employee's incapacity whenever an employee is on sick leave provided said requirement appears reasonable and demand for such proof is timely made. In such event the employee shall produce such proof. If satisfactory medical proof is produced, Borough shall reimburse employee the reasonable expense of obtaining same.

D. Abuse of sick leave shall be cause for disciplinary action.

E. An employee who intends to take sick leave shall notify his supervisor of such intention as soon as is reasonably possible under the circumstances. An employee on sick leave shall notify his supervisor of his place of recuperation and shall permit his supervisor or his supervisor's designees access and entry to such place during the continuance of the sick leave.

F. An employee shall submit to such medical examinations as shall be required from time to time by his department head. In any such case in which a medical examination pursuant to Paragraph 4F is required, the cost of such examination shall

be borne exclusively by the Borough.

5. Accumulated sick leave may be used by an employee for personal sickness, injury, quarantine, or for the sickness or injury of a member of his immediate family, provided, however, sick leave used because of sickness or injury of a member of an employee's immediate family shall be limited to five (5) days per calendar year. For the purposes of this Ordinance "immediate family" shall mean an employee's spouse, children, minor children over whom employee has custody, parents or other relatives by blood or marriage of the employee and who are actually residing in and are members of the employee's household.

6. Absence from employment caused by personal injury, incapacitating an employee to a degree that makes it impossible for the employee to perform the duties of his position shall not be charged against the employee's accumulated or anticipated sick leave if such personal injury was caused by accident arising out of and in the course of the employee's employment with the Borough.

7. A "work related injury" for the purpose of this Ordinance is a personal injury caused by accident arising out of and in the course of an employee's employment with the Borough. A decision by the Division of Workmen's Compensation or court of competent jurisdiction on appeal that an injury is or is not compensable under the Workmen's Compensation Act shall be conclusively binding on the Borough and the employee that the injury is or is not work related. A decision by the Division of Workmen's Compensation or court of competent jurisdiction on appeal as to the duration of temporary disability shall be conclusively binding on Borough and the employee as to the duration of disability.

In the event of a temporary disability, of lesser duration than the Workmen's Compensation Act waiting period, the decision of the Borough's Workmen's Compensation insurance carrier to pay any benefits, including medical expenses, shall be conclusively binding on the Borough and employee that the injury is or is not work related.

8. An employee sustaining a work related injury disabling him to a degree that makes it impossible for him to perform the duties of his position, shall, during the period of such disability and as such period is limited by statute, be entitled to leave with full pay without such leave being charged against accumulated or anticipated sick leave, provided, however, that in the event such period of disability exceeds the waiting period for temporary workmen's compensation disability benefits, the employee, as a condition of receiving such benefits from the Borough, shall make and prosecute appropriate application for (in the event not voluntarily paid) temporary workmen's compensation disability benefits and shall turn the proceeds of all such benefits over to the Borough. In the event the employee shall have received benefits from the Borough under this paragraph 8 in excess of the period of time ultimately determined by the Division of Workmen's Compensation or court of competent jurisdiction on appeal as the duration of temporary disability, the employee shall reimburse the Borough in the full amount of any excess payments.

In the event there shall be a disagreement between the employee and the Borough over the duration of temporary disability caused by work related injury which such disability shall be for a period less than the Workmen's Compensation Act waiting period for temporary disability benefits, such disagreement shall be resolved through the grievance procedure in effect for the employee's department.

9. To the extent any other Ordinance of the Borough is inconsistent with the provisions hereof, said Ordinance shall be deemed to have been repealed to the extent of such inconsistency provided, however, such other Ordinance shall remain in full force and effect to the extent consistent herewith.

10. This Ordinance upon final adoption and publication according to law shall be effective retroactively to January 1, 1978.

Mary A. Smith  
Borough Clerk  
10/21/78

Introduced: 10/18/76  
Adopted: 11/11/76