

3-0100

20-12

Union

STORAGE

WASMILE

THIS BOOK DOES NOT CIRCULATE

This Agreement entered into this _____ day of _____ 1973, by and between the City of Plainfield, a municipal corporation of the State of New Jersey, hereinafter called the "City" and Plainfield's City Hall Employees Association, hereinafter called "CHEA".

WITNESSETH:

WHEREAS, the City and CHEA recognize and declare that the providing of quality service to the public is their mutual aim; and

WHEREAS, the City Council and the City Administration retain the basic decision-making powers over fiscal and management questions, although they are willing to consult with employee representatives on employee oriented matters, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

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

ARTICLE 1 - RECOGNITION

The City hereby recognizes CHEA as representative for collective negotiation concerning the terms and conditions of employment for all City Employees with the exception of those employees belonging to Teamsters Local 37, those employees in the Signal System Division, and all uniformed employees of the Police and Fire Division, whether on active employment or leave of absence authorized by the City. This in no way means that heads of divisions and those employees in management positions are to be represented in these collective negotiations.

ARTICLE 2 - NEGOTIATION PROCEDURE

2-1. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment.

2-2.. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

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Concurrence Review of this Agreement

2-3. Representatives of the City and the CHEA negotiating committee shall meet once each month, if requested by either party, for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure.

2-4. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the City in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any negotiated benefit reduced to writing and existing prior to its effective date. This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. Any prior commitment or agreement between the City and the CHEA or any individual employee covered by this Agreement is hereby superseded.

2-5. The City agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than CHEA for the duration of this Agreement.

2-6. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

2-7. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3 - GRIEVANCE PROCEDURE

3-1. Procedures governing grievances by employees shall be in accordance with Section 11:13 of the Municipal Code of the City of Plainfield and amendments thereto.

ARTICLE 4 - EMPLOYEES RIGHTS AND RESPONSIBILITIES

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

ARTICLE 5 - CITIES RIGHTS AND RESPONSIBILITIES

5-1. Management Responsibilities

It is recognized that the management of the City Government, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the City. Accordingly, the City retains the rights, including but not limited, to select and direct the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons as set forth in State law, local ordinance or applicable rules and regulations; decide the number and location of its facilities, stations, etc., determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work together with the selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

5-2. Ban on Strikes

It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is of paramount importance to the citizens of the community and that there should be no unlawful interference with such operation. Parties hereto agree that there will not be and that the Association, its officers, members, agents, or principals will not engage in strikes, slowdowns, lockouts or organized mass absenteeism. The City shall have the right to discipline or discharge any employee participating in a strike, slowdown, lockout or organized mass absenteeism.

ARTICLE 6 - SALARIES

The salary ranges of all employees will be set forth by City Ordinance, whereby the 1973 salary ranges will be established at a 5 per cent increase over the 1972 salary ranges. The 1974 salary ranges will be established at 5 per cent above those set forth for 1973. Attached as part of this contract are the revised schedules for 1973 and 1974. Employee salary increments for 1973 and 1974 will be based on the aforementioned ranges, utilizing the method established by Section 11:7-5 of the Municipal Code of the City of Plainfield.

ARTICLE 7 - INSURANCE PROTECTION

The City shall pay the entire cost of major medical insurance, a disability income insurance plan which shall provide income of fifty per cent of the employee's present salary following the utilization of all sick and vacation leave or workmen's compensation benefits that would be forthcoming or a 180 day waiting period whichever is longer, and basic medical insurance which shall be Blue Cross-Blue Shield including Rider J or their equivalent as determined by the City in consultation with CHEA for all full time members and their families. In no event will any substituted major medical or basic medical insurance provide fewer total benefits than the present major medical, Blue Cross and Blue Shield and Rider J; nor will any substitution take place without the agreement of the majority of the five recognized City employee groups.

ARTICLE 8 - MISCELLANEOUS

8-1. This Agreement constitutes City policy for the term of said Agreement, and the City shall carry out the commitments contained herein and give them full force and effect as City policy.

8-2. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

8-3. The City and the CHEA agree that there shall be no discrimination and that all practices, procedures and policies of the City system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees on the basis of race, creed, color, religion, national origin, marital status or sex.

8-4. Copies of this Agreement together with copies of the City Personnel Ordinances shall be available for review to members of the CHEA.

8-5. If there is any conflict between the terms of this Agreement and any ordinance hereafter enacted, the terms of this Agreement shall prevail. Reference to any ordinances shall mean those ordinances in effect at the time of the execution of this Agreement. Amendments to such ordinances subsequent to the execution of this Agreement referring to matters contained herein, shall have no effect upon this Agreement without consent of all parties hereto.

8-6. Retroactive to January 1, 1973, any member working twenty (20) hours or more in the course of any one work week in a higher classification shall receive the rate of pay of the higher classification as provided in Section 11:7-5 (c) of the Municipal Code of the City of Plainfield for all hours actually worked in that classification during the particular week, provided the individual is qualified to perform the duties of such classification and provided that the individual is authorized to perform the duties of the higher classification by his/her Department Director. Assignments to higher classifications should be made only when there is a direct career ladder relationship. Employees whose class title is that of "Deputy" or "Assistant" will not be paid at the higher rate when assigned to the higher functions since takeover for their immediate supervisor is considered as part of their regular duties. The specific formula for the pay adjustments will be as follows: increment step of grade of new title added to employees present base rate adjusted to next higher one half (1/2) step in the grade of the new title.

8-7. The City agrees that if any other employee group is granted salary increases in excess of the provisions of Article 6 of this agreement or receive additional fringe benefits, which would be applicable to all City employees, that said increases in salaries or benefits shall also apply to CHEA membership.

8-8. The City agrees that the development of individual employees is to the advantage of both the employee and the City and therefore will provide employees the opportunity to request the Personnel Office to evaluate their present position and to discuss and counsel the employees' educational and training opportunities which would personally develop the employee and thereby increase the employee's efficiency and effectiveness on the job with the possibility of advancement, to the use of the gained skill. Financial assistance for educational courses will also be discussed at these meetings.

The City agrees that should the United States Department of Labor

statistics for the cost of living in the New York Metropolitan area, for

December 1, 1972 as compared to December 1, 1973 exceed 5.25%, such difference in percentage will be added to the salary ranges of 1974.

ARTICLE 9 - DURATION OF AGREEMENT

This Agreement shall be effective as of January 1st 1973, and shall

continue in effect until December 31st, 1974, subject to the CSEA's and the

City's right to negotiate over as successor agreement as provided in Article 2.

This Agreement shall not be extended orally, and it is expressly understood that

it shall expire on the date indicated.

IN WITNESS WHEREOF, the CSEA has caused this Agreement to be its

City Clerk and its corporate seal to be placed hereon, all on the day and year

first above written.

CITY HALL EMPLOYEE ASSOCIATION
By: James W. D'Amico
President

Attest:

Lorraine R. Stupinski
Secretary

Approved as to form
and sufficiency

William J. [Signature]
Corporation Counsel

CITY OF PLAINFIELD

By: [Signature]
Mayor

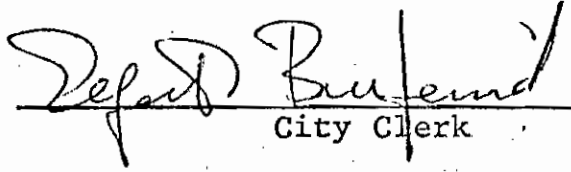
Attest:

[Signature]
City Clerk
#1473 - 7/5/73

RESOLVED, That this City Council hereby ratifies the execution of the attached agreement between the City of Plainfield and the City Hall Employees Association (CHEA) and authorizes the Mayor and City Clerk to execute same.

Adopted by the City Council

February 5, 1973



City Clerk

3-0101
16-08

STORAGE

PASSAIC

THIS AGREEMENT entered into this 18th day of October 1973,
by and between the AMALGAMATED INDUSTRIAL UNION, LOCAL 768-92,
U.F.W.A., AFL CIO, hereinafter referred to as the "UNION" and the
BOARD OF FIRE AND POLICE COMMISSIONERS of the City of Paterson,
hereinafter called the "EMPLOYER".

ARTICLE I - RECOGNITION

A. Pursuant to the provisions of Chapter 303 of the
Laws of 1968, the Employer hereby recognizes the Union as the
majority representative and as exclusive and sole representative
for collective negotiations concerning terms and conditions of
employment for all Police Garage Personnel.

B. Unless otherwise indicated references in the Agree-
ment to male employees shall include female employees and words
used in the singular shall include words in the plural where the
text so requires.

C. The bargaining unit shall include all the Police
Garage Personnel employed at full time for one year or more with
the exception of the Department Head of same or Garage Superin-
tendent.

D. The parties do further agree that this Agreement and
all provisions hereinafter set forth are subject to any and all
regulations of the Civil Service Commission of the State of
New Jersey insofar as they apply to the employees in this bargain-
ing unit and where there is a conflict with such regulations, the
Civil Service statutes and regulations shall take precedence.

ARTICLE II - NEGOTIATION - OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotia-
tion over a successor Agreement in accordance with Chapter 303
Public Laws 1968 in a good faith effort to reach agreement on all
matters concerning the terms and conditions of Garage Personnel
employment. Any Agreement so negotiated shall be reduced to
writing, be signed by the Employer and the Union, and be adopted
by the Employer.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III - GRIEVANCE PROCEDURE

A. A grievance shall mean a complaint by any employee or group of employees through the Union that there has been to him or them an inequitable, improper or unjust application, interpretation or violation of Board policy, this Agreement or an administrative decision.

B. A grievance to be considered under this procedure must be initiated by the Union within thirty (30) calendar days from the time when the grievant knew or should have known of its occurrence.

PROCEDURE

1. a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.

b) It is understood that an employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

2. Any employee grievant who has a grievance shall discuss it first with his immediate superior in an attempt to resolve the matter informally at that level.

3. The employee grievant, no later than five (5) working days after the receipt of the decision of his immediate superior, may appeal the decision through the Union to the Board of Fire & Police Commissioners of the City of Paterson, New Jersey.

The appeal to the Board of Fire & Police Commissioners must be made in writing specifying: (a) the nature of the grievance; (b) the nature and extent of the injury, loss or inconvenience; (c) the results of previous discussions; (d) the dissatisfaction with decisions previously rendered. The Board of Fire & Police Commissioners shall attempt to resolve the matter as quickly as possible, but within a period not to exceed twenty (20) working days from the receipt of the appeal or after the next regular Board meeting. The Board of Fire & Police Commissioners shall communicate their decision in writing to the Union and to the immediate superior.

4. If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and he wishes review by a third party, he shall so notify the Union within ten (10) working days of receipt of the Board's decision. If the Union determines that the matter should be reviewed further, it shall so advise the Board through the Secretary to the Board of Fire & Police Commissioners within twenty (20) working days of receipt of the Board's decision.

The expenses and compensation of the Arbitrator shall be equally shared by both parties. The expenses and compensation of any witness called before the Arbitrator shall be borne by the party calling said witness.

5. The following procedure will be used to secure the services of an arbitrator:

a) A joint request by the Union and the Board will be made to the New Jersey State Board of Mediation for a panel of arbitrators to be selected in accordance with the rules of the New Jersey Mediation Board.

b) The arbitrator so selected shall confer with the representatives of the Board and the Union and hold hearings promptly and shall issue his decision not later than twenty (20)

days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of the final statements and proofs, on the issues, are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings in fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Union and shall be final and binding on the parties in all issues specifically pertaining to this Agreement. It shall be advisory on all other issues not covered by this Agreement.

ARTICLE IV - SALARY - See Appendix "A".

ARTICLE V - MEDICAL PLAN

Insurance premiums for hospital, surgical and medical insurance as provided by the City of Paterson will be paid for by the City.

ARTICLE VI - OVERTIME

All Police Garage Personnel who are required to work in excess of forty (40) hours in one week shall be compensated by compensatory time or straight time pay.

The regular work week shall consist of forty (40) hours.

ARTICLE VII - VACATION TIME

1 to 5 years	-- 12 days
5 to 10 years	-- 15 days
10 to 15 years	-- 20 days
15 to 20 years	-- 25 days
over 20 years	-- 30 days

Above days are to be considered working days.

ARTICLE VIII - SICK LEAVE

Police Garage Personnel shall be granted sick leave as hereinafter defined in N.F.S.A. 11:24A-5 pay of not less than one working day for every month of service during the remainder of the first calendar year of service following permanent appointment,

and fifteen (15) working days in every calendar year thereafter.

As of January 1, 1973, all Police Garage personnel employed by the Board of Fire and Police Commissioners shall receive the above sick leave.

Unused sick leave days shall be accumulated from year to year with no maximum limit.

ARTICLE IX - HOLIDAYS

Inasmuch as motor pool service requires regular shifts during established holidays, employees will be granted twelve days off without loss of pay, per year. These are to be scheduled at one day per month, unless other arrangements are agreed to with the permission of the employer on special occasions.

ARTICLE X - LONGEVITY

In addition to their regular salaries, all officers and employees of the Board of Fire and Police Commission of the City of Paterson, having completed the following years of continuous service shall receive the following longevity pay over base pay:

5 years	--	2%
10 years	--	4%
15 years	--	6%
20 years	--	8%
25 years	--	10%

Police garage personnel completing the above mentioned years of service shall receive longevity pay commencing with the pay following the anniversary date of the completion of years of service mentioned heretofore. Longevity payments shall be made in the same manner as their regular salaries.

ARTICLE XI - DEATH LEAVE

An employee shall receive a leave of absence with pay for a period of three (3) days by reason of death of a member of employee's immediate family, namely: husband, wife, mother,

father, sister, brother, daughter, son, mother-in-law, father-in-law.

ARTICLE XII - VISITATION AND REPRESENTATION

A. Visits by representatives of the Union shall be allowed after reporting to the office and when clearance is provided, when Union business requires such visits and police security is not in question.

B. A shop-chairman, selected by his fellow workers, may represent the employees in the absence of the Union Representative; and shall be given reasonable opportunity to confer with employees in regard to matters affected by this agreement, during working hours.

C. A safety committee consisting of one member appointed by the Police Department and one member of the Union will make periodic safety inspections and submit, in writing, to the Police Department, a report of conditions deemed hazardous or unhealthy so that corrective measures may be instituted.

ARTICLE XIII - DEDUCTION FROM SALARY

The Board agrees to deduct from the salaries of its employees, Union dues for the said employees who individually and voluntarily authorize the Board to do so. The Board agrees to deduct Union dues in accordance with Chapter 310, Public Laws of 1967.

ARTICLE XIV- SENIORITY

A. In case of lay-off and rehiring, employees with the longest service time within the job title will have prior rights.

B. In case of promotion openings, employees with the longest service time and who have taken and passed the Civil Service examination for automobile mechanic will have prior right: provided that if such employee after a thirty (30) day trial is not satisfactorily able to perform to the new classification; he will be returned to his original position and pay without loss of seniority.

C. Where Civil Service status takes precedence, Civil Service rules will apply.

ARTICLE XV - NO STRIKE OR LOCKOUT PROVISION

Neither the Union, nor the Employees, nor the Employer shall engage in or condone any strike, picketing, slow down, work stoppage or lockout during the term of this Agreement. Any violation of this Agreement shall give the Employer the right to discharge or otherwise discipline employees engaged in such activity. In the event arbitration proceedings are instituted, involved in this clause; the sole question for the arbitrator shall be whether the employee was engaged in the prohibited activity.

ARTICLE XVI - DURATION OF AGREEMENT

This Agreement shall be effective until December 31, 1973, and will be continued for one year periods thereafter, unless either party submits in writing to other party, not less than sixty (60) days before December 31, the desire to negotiate a new Agreement.

BOARD OF FIRE & POLICE COMMISSION

BY: George A. Moshi

ATTEST: Tom Perrone

AMALGAMATED INDUSTRIAL UNION
LOCAL 76B-92 UFWA, AFL-CIO

BY: [Signature]

ATTEST: [Signature]

APPENDIX "A" - SALARIES

A.I.U., Local 76B-92, Police Garage

Annual salaries of all employees in the bargaining unit are to be increased by \$300.00, retroactive to date of hire for those employed after April 1, 1973, and retroactive to April 1, 1973 for those hired prior to April 1, 1973.

Thus, the salary ranges effective April 1, 1973, are as follows:

	<u>Minumum</u>	<u>Maximum</u>
Garage Attendant	\$5,276.00	\$6,768.00
Mechanical Repairman	7,300.00	9,200.00
Mechanical Repairman-Foreman	7,683.00	10,090.00

Increments within these ranges are to be in steps at \$373.00 each for Garage attendants and \$475.00 each for Mechanical Repairmen and Mechanical Repairmen--Foremen; or portions thereof when salary maximum is reached, and annual salaries will be adjusted by such increments on the anniversary date of having acquired the job title.