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AGREEMENT

DEPARTMENT OF COMMUNITY DEVELOPMENT
DIVISION OF COMMUNITY IMPROVEMENTS

CITY OF PATERSON, City of

AND

TEAMSTER LOCAL NO. 97 OF

NEW JERSEY

(Housing Inspectors)

January 1, 1980 - December 31, 1982

PREAMBLE

This Agreement entered into by the City of Paterson, hereinafter referred to as the "EMPLOYER", and LOCAL #97, 853 Mt. Prospect Avenue, Newark, New Jersey, hereinafter referred to as the "Union" has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

1. Recognition:

1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for employees in the job classification of Housing Inspectors. The Union on July 18, 1978 agreed to exclude all other job classifications previously included in the recognition clause.

2. UNION SECURITY:

2.1 The Employer agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to the Treasurer of the Union together with a list of the names of all employees for whom the deductions were made by the 10th day of the succeeding month after such deductions are made. This authorization shall be irrevocable during the term of this agreement, or as may otherwise be provided in applicable statutes.

3. WORK SCHEDULE:

3.1 The work week shall consist of five (5) consecutive days, Monday through Friday, thirty-two and one half (32½) hours per week, six and one half (6½) hours per day.

3.2 The regular starting time of the work day is 9:00 a.m. and will not be changed without reasonable notice to the affected employees and without first having discussed changes and the needs for same with representatives of the Union.

4. OVERTIME

4.1 Compensatory time will be given at the rate of one and one half times for every hour worked. Time shall be given for work under any of the following circumstances:

4.2 "Call-in" time must be called and authorized by the Director or his designee. Compensatory time will be given, etc.:

- (a) all work performed in excess of six and one half hours (6½) in any one day.
- (b) all work performed in excess of thirty-two and one half (32½) hours in any one week.
- (c) all work performed on Saturday as such shall be time and one half.
- (d) if employees are required to appear at court at night, they shall receive time and one half pay for appearances in court with a minimum of four hours at the rate of compensatory time.
- (e) if any employee is called back to work for any emergency, he shall be guaranteed four hours compensatory time at the rate of time and one half.

"Call-in" time shall be applicable to situations which the employee has returned to his home and is then required to return to work because of an emergent situation.

5. WAGES:

5.1 Employees on the payroll August 11, 1981, shall receive retroactive from the first complete payroll in January, 1980 or date of hire, whichever comes later, an increase to base salary of six percent (6%).

5.2 Employees on the payroll August 11, 1981, shall receive retroactive from the first complete payroll in January, 1981 or date of hire, whichever comes later, an increase to base salary of six percent (6%).

5.3 Employees shall receive a six percent (6%) increase to base pay on the first complete payroll in January, 1982.

5.4 The increases indicated above are on the base salary paid at the time of said increases.

5.5 Employees on the payroll August 11, 1981 and not at the maximum salary of \$12,491.00 on December 31, 1979, shall receive the following additional compensation until they reach the above maximum salary. The increases given in 5.1, 5.2 and 5.3 will not increase the maximum salary for purposes of this section, above \$12,491.00.

- a. 1980 - \$300
- b. 1981 - \$300
- c. 1982 - \$300

Example: John Smith on December 31, 1979 had a base salary of \$12,088.00. For 1980 he would receive \$300 and for 1981, he would receive \$103.00. He will receive no further increases during the term of the contract except as indicated in sections 5.1, 5.2, and 5.3.

6. HEALTH BENEFITS:

6.1 All employees and the eligible members of their families shall be entitled to full coverage under the City Hospital-Medical Plan at no cost to them.

6.2 All employees shall be covered under the Dental Plan currently in effect and the City shall pay the cost of said plan for the employee only.

6.3 All employees shall be covered under the Drug-Prescription Plan currently in effect and the City shall pay the cost of said plan for the employee only.

6.4 The employee may through payroll deduction cover the eligible members of his family.

6.5 The City reserves the right to self-insure and change carriers if the benefits are not reduced.

7. WORKMAN'S COMPENSATION

7.1 The employer shall provide Workman's Compensation under the laws of the State of New Jersey for all employees covered by this agreement.

Employees who are unable to perform their duties because of injuries received in the service of the employer and who receive Workman's Compensation benefits, shall receive a sum from their employer equal to the difference between their net wages and their compensation benefits for a period not to exceed six (6) months. Such sum shall not be deducted from sick leave credit or accrued annual leave.

8. LEAVES OF ABSENCE:

8.1 Leaves of absence for employees covered by this agreement shall be as follows:

8.2 All employees accrue leave days to be used for vacation, personal reasons and bereavement as follows:

- a. Employees hire subsequent to January 1st shall earn one (1) day annual leave for each full month of employment.
- b. Thereafter and up to three (3) years of continuous employment, employees shall receive fifteen (15) annual leave days per year.
- c. After three (3) years and until the completion of fifteen (15) years of continuous employment, employees shall receive twenty (20) annual leave days per year.
- d. Employees after fifteen (15) years of continuous employment, shall receive twenty-six (26) annual leave days per year.
- e. Employees who reach any of the categories listed in paragraphs 3 and 4 during the middle of the calendar year, shall have the additional annual leave days prorated.

<u>Purpose of Leave</u>	<u>No. of Days</u>	<u>Paid or Unpaid</u>	<u>Special Provisions</u>
8.3 Jury Duty	As required by law.	Difference paid	None
8.4 Public Office	Term required by law.	Unpaid.	
8.5 Sick Time	Same as civil service rules & Regulations.	Paid	
8.6 Union Business	Officers shall be granted time for conventions or important Union matters upon written request to the supervisor.		Paid for up to two days per year - not more than two employees.

<u>Purpose of Leave</u>	<u>No. of Days</u>	<u>Paid or Unpaid</u>	<u>Special Provisions</u>
8.7 Union Employment			The City may grant up to six (6) months leave of absence and may agree to extend said leave for an additional six (6) months. Unpaid Any employee who is granted a leave of absence for up to one year's time or more shall return with no loss of seniority rights provided the employee has been on sick leave or due to injuries or a disability due to sickness.
8.8 Education			If sent to school by the City of Paterson, the City will be responsible for all extra costs, payable in advance.
8.9 Military Service			As required by law, including National Guard or other U. S. Reserve Units. Employees returning from authorized leaves of absence as set forth above will be restored to their original classification at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

9. SENIORITY:

9.1 Seniority is defined as an employee's total length of service with the employer, beginning with his certification date of hire.

9.2 An employee having broken service with the employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when not employed by the employer.

9.3 If a question arises concerning two or more employees who were hired on the same date the following shall apply: If hired prior to the effective date of this agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the employer's payroll records, first name first preference, etc.. For employee's hired on the same date subsequent to the effective date of this agreement, preference shall be given in

alphabetical order of the employee's last name.

9.4 In all cases of promotions, demotions, layoff, recall, shift assignment, building assignment, vacation schedules and other situations where substantial employee advantages or disadvantages are concerned, employees with the greatest amount of seniority shall be given preference.

9.5 The employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon request.

9.6 The employer shall promptly advise the appropriate Union representative of any changes which necessitate amendments to the seniority list.

9.7 Part-time employees will not accrue seniority rights until they have accumulated 180 days of employment with the employer at which time their seniority shall be considered to have commenced 180 calendar days in advance. In no instance will part-time employees be employed if the effect will be the denial of other rights and privileges or benefits to full time employees covered by this agreement.

9.8 Employees who are granted a leave for more than one year to hold a position in private industry, or in another department or agency, shall lose all seniority rights.

10. HOLIDAYS:

10.1 The following days are recognized as paid holidays whether or not worked. Holidays that fall on Saturday shall be celebrated on the preceding Friday. Holidays that fall on Sunday shall be celebrated on the following Monday. Holidays

which fall within an employee's vacation period shall be celebrated at the employee's option, either immediately before or immediately following his vacation period.

New Year's Day	Election Day
Lincoln's Birthday	Labor Day
Washington's Birthday	Columbus Day
Good Friday	Veterans Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

10.2 Martin Luther King Day shall be a paid holiday if so declared for employees by the State of New Jersey and the governing body of the City of Paterson.

11. GRIEVANCE PROCEDURE:

11.1 Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this agreement, shall be settled in the following manner:

Step 1: The Union steward with the employee shall take the grievance or dispute with the employee's chief of department in question within ten days of its occurrence; if at that time the steward is unaware of the grievance, he shall take it up within ten days of his knowledge of its occurrence. The chief of department in question shall then attempt to adjust the matter and shall respond to the steward within three working days.

Step 2: If the grievance has not been settled, it shall be presented in writing by the Union to the department head who shall respond to the Union in writing within three working days.

Step 3: If the grievance still remains unadjusted, it shall be presented by the Union to the director in writing within seven days after the response of the department head is due. The

Step 3 (continued)

director shall respond in writing to the Union Steward representative or grievance committee within ten working days.

Step 4:

If the grievance is still unsettled, the Union may, within fifteen working days after the reply, by written notice to the director, request arbitration.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty days after the conclusion of the testimony and argument.

Expenses for the arbitrator's services and proceeding shall be borne equally by the employer and the union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

11.2 The Union will notify the employer in writing of the names of its employees who are designated by the union to represent employees under the grievance procedure. Employees so designated by the Union will be permitted to confer with other union representatives, employees and with employer representatives regarding matters of employee representation, during working hours without loss of pay.

12. UNION ACTIVITIES:

12.1 Subject to prior approval by the director or his designee, representatives of the Union, who are not employees of the employer, will be permitted to

visit with employees during working hours at their work stations for the purpose of discussing Union representation matters. Such representatives shall also be recognized by the employer as an authorized spokesman for the Union in meetings between the parties regarding employee representation matters. The employer shall not unduly deny access to the premises of Union representatives.

12.2 It is agreed that representatives of employer and representatives of the Union will meet from time to time upon request of either party to discuss matters of general interest or concern, matters which are not necessarily a grievance as such.

13. SAFETY AND HEALTH

13.1 The employer shall at all times maintain safe and healthful working conditions and will provide employees with any special work related wearing apparel, tools or devices needed in order to insure their safety and health.

13.2 Two man teams will be granted to work together in unsafe areas. The immediate supervisor of these men will be responsible to see that this is carried out if the inspector requests this in writing.

14. EQUAL TREATMENT:

14.1 The employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, membership or union activities.

15. WORK RULES:

15.1 The employer may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

16. VACATIONS:

16.1 Earned leave shall be taken upon satisfaction by an employee to the employer, of his intention to start his vacation, which notification shall be at least one week prior to the vacation, the employee shall receive his full vacation pay on the pay day immediately prior to commencement of said vacation. The employee shall have the right or privilege of returning to work during vacation periods and resume employment, at the option of said employees if the employer requests or approves such return to work.

17. LONGEVITY:

17.1 Effective on the first complete payroll immediately following the employee's anniversary date, he shall receive the following adjustment to wages:

<u>Completed Years</u>	<u>Increase</u>
5 years	2%
10 years	4%
15 years	6%
20 years	8%
25 years	10%

18. AUTOMOBILE ALLOWANCE:

18.1 Effective September 1, 1981, employees authorized to use their own automobile for official business, shall receive eighty-five dollars (\$85) per month.

18.2 The sum of four dollars and twenty-five cents (\$4.25) shall be deducted from the employees monthly travel allowance for each day taken for the following:

- a. Leave defined in section 8.2.
- b. Sick leave.

18.3 The maximum deduction in any month shall be eighty-five dollars (\$85) and the employer shall not carry over any excess that may be due from one month to another month.

19. NO STRIKE OR LOCK-OUT PROVISION:

19.1 Neither the Union nor the employees or employer shall instigate, promote, sponsor, engage in or condone any strike picketing, slowdown, concerted work stoppage, lock-out or any other intentional interruption of work. In the event that any person violates the terms of the no strike clause, the public employer shall have the right to discharge or otherwise discipline such person. In the event that an arbitration proceeding is instituted which involves a breach of the no strike clause, the sole question for the arbitrator shall be whether the employee was engaged in the prohibited activity.

20. MANAGEMENT RIGHTS:

20.1 All employer rights, powers, discretion, authority, and prerogatives are retained by and shall remain exclusively rested in the employer, except as clearly and specifically limited by the agreement.

21. CLASSIFICATION AND JOB DESCRIPTION:

21.1 The classifications and job descriptions for employees covered by this agreement are attached hereto as Appendix A and by reference are made a part of this agreement.

21.2 If during the term of this agreement circumstances require that new job descriptions and/or classifications be established or that changes be made in existing job descriptions and/or classifications, the parties agree that they will

negotiate with a view to arriving at a mutually acceptable determination, including the rate of pay thereof, prior to such changes being made effective. Should the parties fail to agree, the matter will be referred to the grievance procedure commencing with Step 3 of this agreement. This will be in force from the date of the contract signing.

22. GENERAL PROVISIONS:

22.1 Bulletin boards will be made available by the employer at each of the work locations for the exclusive use of the union for the purpose of posting union announcements and other information of a non-controversial nature.

22.2 Should any portion of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the agreement affected by such decision, whereupon the parties agree immediately to negotiate a substitute for the invalidated portion thereof.

22.3 The Pension Plan now in effect shall remain in effect for the life of this agreement.

23. TERMINATION:

23.1 This agreement shall be effective as of the first of January, 1980 and shall remain in full force and effect until the 31st day of December, 1982. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty days prior to the anniversary date that it desires to modify this agreement.

In the event that such notice is given, negotiations shall begin no later than thirty days prior to the anniversary date; this agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph. The time limitations may be changed by mutual agreement of the parties.

23.2 In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than ten days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

24. COMPLETENESS OF AGREEMENT:

24.1 The above constitutes all of the items that were negotiated by the parties or could have been negotiated by the parties.

IN WITNESS WHEREAS, the Union and the Employer have executed this Agreement this 14th day of October 1981.

FOR THE UNION

FOR THE EMPLOYER

Arnold Ross

James A. Carbo

Thomas A. Donohue

Robert J. Carbo

William R. Trause
