

THIS AGREEMENT entered into this 18th day of July, 1972, by and between the AMALGAMATED INDUSTRIAL UNION, LOCAL 76B-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 Housing Guards personnel.

B. Unless otherwise indicated references in the Agreement 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 Housing Guard personnel with the exception of the Department Head of same or Chief of the Housing Guards.

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 bargaining 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 negotiation 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 Housing Guards employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all Housing Guard workers, 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 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 grievant 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 to the Board of Fire & Police Commissioner of the City of Paterson, N.J. 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) his 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. The Board of Fire & Police Commissioners shall communicate their decision in writing to the employee grievant, to the Union and to the immediated 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

<u>CHIEF</u>		<u>LIEUTENANTS</u>	
Minimum	--- \$6850.00		\$6350.00
Maximum	--- 8350.00		7850.00
<u>SERGEANTS</u>		<u>HOUSING GUARDS</u>	
Minimum	--- \$5850.00		\$5350.00
Maximum	--- 7350.00		6850.00

\$250.00 increment in six steps means \$250.00 per year.

ARTICLE V - MEDICAL PLAN

Effective as of July 1, 1972, all payments for hospital, medical and surgical coverage provided for City employees of the Board of Fire & Police Commissioners of the City of Paterson by Blue Cross, Blue Shield and Aetna Life and Casualty Insurance Company shall be made by the City of Paterson which payments shall be in addition to the regular salaries of said employees.

ARTICLE VI - PAID HOLIDAYS

Whenever any employee shall be required to work on any paid holiday as set forth in the allotted holidays, said employee shall receive an additional day towards his vacation.

ARTICLE VII - INSURANCE FOR FALSE ARREST

Paid Insurance for false arrest to cover all Housing Guards.

It is understood and agreed that the Paterson Board of Fire & Police Commission will pay the sum of Fifty Dollars (\$50.00) per man for false arrest with limits of \$100,000. each person, \$100,000. each incident, \$300,000. aggregate subject to a \$250. deductible.

It is further agreed and understood that the above insurance policy of false arrest under this contract shall apply to all Housing Guards upon commencement of his employment.

ARTICLE VIII - COURT APPEARANCE

All Housing Guards who are required to appear in Court in connection with his duties shall be compensated at his regular hourly rate for no less than one half (1/2) hour and no more than two (2) hours.

ARTICLE IX - OVERTIME

All Housing Guards who are required to work in excess of forth (40) hours shall be compensated at their regular hourly rate.

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

ARTICLE X - 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

ARTICLE XI - SICK LEAVE

Housing Guards shall be granted sick leave as hereinafter defined in N. J. 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 working days in every calendar year thereafter.

As of January 1, 1972 all Housing Guards employed by the Board of Fire & Police Commission shall receive the above sick leave.

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

ARTICLE XII - HOLIDAYS

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
July 4th	Christmas Day

ARTICLE XIII - LONGEVITY

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

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

Officers and employees 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 heretofore mentioned. Longevity payments shall be made in the same manner as their regular salaries.

ARTICLE XIV - 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 XV - DEDUCTION FROM SALARY

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

ARTICLE XVI - DURATION OF AGREEMENT

A. This Agreement shall be effective January 1, 1972 except as otherwise provided in this Agreement and shall continue and remain in full force and effect for a period of one years when it shall expire. This Agreement shall not be extended.

B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be affixed hereto, all on the day and year first above written.

BOARD OF FIRE & POLICE COMMISSION

BY: Robert B. Burns

ATTEST: James W. Hooper
7-24-72

AGGREGATED INDUSTRIAL UNION
LOCAL 76B-92, UPWA, AFL-CIO

BY: Ralph P. ...

ATTEST: William ...