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Passaic

AGREEMENT

between

THE CITY OF PATERSON

AND

FIRE-ALARM OPERATORS, - LOCAL 2272, COUNCIL 52

AFFILIATED WITH: AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

1975

Passaic County

11/75 - 12/31/75

PREAMBLE

This Agreement entered into by the City of Paterson, hereinafter referred to as the "EMPLOYER", and LOCAL 2272, COUNCIL 52, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, 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: all of its employees in the classifications listed under Appendix A attached hereto and by reference made a part hereof and for such additional classifications as the parties may later agree to include.

2. UNION SECURITY:

2. 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:

Same practice as in existence now.

4. OVERTIME:

4.1 Compensatory time will be given at the rate of straight or equal time for every hour worked.

4.2 Call-In time must be called and authorized by the Mayor of the City, or the Director of Public Safety or duly authorized agent of the City. Compensatory time will be given for any time of this nature that exceeds more than one (1) hour at any one time.

5. SALARIES:

5.1 The salaries for employees covered by this Agreement shall be set forth in Appendix A. attached.

5.2 During the term of this Agreement the salaries will not be changed unless by mutual consent of both parties.

6. INSURANCE:

The same coverage as extended to other civilian City employees.

7. LEAVES OF ABSENCE:

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

<u>PURPOSE OF LEAVE</u>	<u>NUMBER OF DAYS</u>	<u>PAID OR UNPAID</u>	<u>SPECIAL PROVISIONS</u>
7.1 Funeral	From date of death through day of funeral, death of Mother, Father, Brother, Sister, Son, Daughter, Grandparents, Mother-In-Law or Father-In-Law and Spouse	PAID	None
7.2 Jury Duty	as required by Law	Paid	None
7.3 Personal	3 days per year if for special need and with 2 days advance request	Paid	None
7.4 Sick Time	The same as other civilian City employees.		
7.5 Union Business	One Officer shall be granted time for Conventions or important Union matters at the discretion of the Director of Safety upon written request to the Chief of the Fire Department; such request must be made at least 72 hours prior to the time period requested and may not exceed 3 days per year. PAID		
7.6 Education	If sent to school for the City of Paterson, the City will be responsible for all costs.		
7.7 Military Service	As required by Law, including National Guard or other U.S. Reserve Units.		

- 7.8 Any employee who requests a leave of absence for up to six (6) month'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.
- 7.9 Any employee who requests a leave of absence for more than six (6) months to hold another job position or a title in private industry shall lose his seniority rights.
- 7.10 Employees returning from authorized leaves of absence as set forth above will be restored to their original classifications at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

8. SENIORITY:

8.1 Seniority is defined as an employee's total full time of service with the Employer, beginning with his original date of hire.

8.2 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.

8.3 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 employees 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.

8.4 In all cases of promotions, demotions, layoff, recall and vacations, employees with the greatest amount of seniority will be given preference. Transfers will not be made arbitrarily or capriciously.

8.5 The Employer shall maintain an accurate, up-to-date seniority roster showing each employees date of hire, classification and pay rate and shall furnish copies of same to the Union upon request.

8.6 The Employer shall promptly advise the appropriate Union Representative of any changes which necessitate amendments to the seniority list.

8.7 Part-time employees will not accrue seniority rights until they have accumulated 180 days of employment with the Employer and have become full time employees, at which time their seniority shall be considered to have commenced 180 calendar days in advance. In no instance will part-time employee 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. HOLIDAYS:

All employees who come under the terms of this Agreement shall receive eight (8) holidays per year. All requests for Holiday leaves must be submitted at least 48 hours in advance and must be approved by the Personnel Officer or the Chief of the Paterson Fire Department. Holidays shall be taken at the discretion of the employee, providing manpower needs are met.

10. GRIEVANCE PROCEDURE:

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 up the grievance or dispute with the Chief of the Fire Department within ten (10) days of its occurrence: if at that time the Steward is unaware of the grievance, he shall take it up within ten (10) days of his knowledge of its occurrence. The Chief shall then attempt to adjust the matter and shall respond to the Steward within three (3) working days.

STEP 2: If the grievance still remains unadjusted, it shall be presented by the Union Steward, Union Representative, or Grievance Committee, to the Director of Public Safety in writing within seven (7) days after the response of the Chief of the Department in charge, is due. The Director of Public Safety shall respond in writing to the Union Steward, Union Representative or Grievance Committee within five (5) working days, or the next meeting of the Department of Public Safety.

STEP 3: If the grievance is still unsettled, the Union may, within fifteen (15) working days after the reply of the Director of Public Safety is due, by written notice to the Director of Public Safety, request final and binding arbitration.

10.2 The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to agree upon an arbitrator, the **State Mediation Service shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two names from the panel. The Employer shall strike the first name; the Union shall then strike one name, etc. and the name remaining shall be the arbitrator.

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 (30) days after the conclusion of the testimony and argument.

Expenses for the arbitrator's service and the proceedings 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.

10.3 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 and without interruption of duties.

10.4 Representatives of the Union, who are not employees of the Employer will be permitted to visit with the employees during working hours 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.

10.5 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.

** American Arbitration Association may be substituted for State Mediation Service.

11. SAFETY AND HEALTH:

The Employer shall at all times maintain safe and healthy working conditions within the area in which the employees who are covered by the terms of this Agreement work.

12. EQUAL TREATMENT:

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

13. WORK RULES:

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

14. VACATIONS:

During the first (1st) year of employment, an employee shall receive 1 day of vacation for each month of employment during the year. After the completion of the initial year of employment, employees who are covered under this Agreement, shall receive sixteen (16) working days of Annual Vacation.

15. LONGEVITY PAY:

5 years	.....	2%
10 years	.....	4%
15 years	.....	6%
20 years	.....	8%
25 years or over	.....	10%

16. PENSION PLAN:

All employees covered by this Agreement may individually elect to join the Fireman's Pension Plan. This election would be effective on or after the certification of this Agreement providing this section is legal.

17. UNIFORMS:

17.1 All employees covered by this Agreement shall receive a clothing allowance of \$50 per year. The Director of Public Safety or his designee shall determine the work uniform to be worn during duty hours. The allowance shall be prorated for employees hired subsequent to July 1, 1975.

17.2 The \$50 clothing allowance shall be paid as soon as possible after the uniform to be worn has been determined. Each employee shall receive the clothing allowance in 1975, but not later than July 1, 1975.

18. NO STRIKE OR LOCK-OUT PROVISION:

Neither the Union nor the employees or the Employer shall instigate, promote, sponsor, engage in or condone any strike, picketing, slowdown, concerned work stoppage, lockout 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.

19. CLASSIFICATION AND JOB DESCRIPTIONS:

19.1 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.

19.2 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 description 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.

20. GENERAL PROVISIONS:

20.1 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.

20.2 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.

20.3 If in any case this Agreement is in conflict with Civil Service Regulations, the Civil Service Regulations will prevail.

21. TERMINATION:

21.1 This Agreement shall be effective as of the first day of January, 1975 except where otherwise provided, and shall remain in full force and effect until the 31st day of December, 1975. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) 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 (30) 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.

21.2 In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the Anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 11th day of APRIL, 1975.

FOR THE UNION:

FOR THE EMPLOYER:

Joseph J. Allan
CHAPTER CHAIRMAN, LOCAL 2272

James D. White

Albert Annamano
PRESIDENT, LOCAL 2272

Richard Jacobs
City Negotiator

Michael Quici
REPRESENTATIVE COUNCIL 52

APPENDIX "A"

1. Effective as of January 1, 1975 the annual salary range will be:

	<u>"1974"</u>	<u>"1975"</u>
Hiring minimum	\$6,235.00	\$6,435.00
1st Year	\$6,627.75	\$6,827.75
2nd Year	\$7,020.50	\$7,220.50
3rd Year	\$7,413.25	\$7,613.25
4th Year	\$7,806.00	\$8,006.00
5th Year	\$8,198.75	\$8,398.75

 2. Effective as of January 1, 1975, an increase in annual salary to all employees currently on the payroll of \$200.00.

 3. Effective January 1, 1975, an increment of \$392.75 to all employees on the payroll prior to July 1, 1974, excluding any employee who received an increment in 1975.

 4. Effective July 1, 1975 an increment of \$392.75 to all employees on the payroll subsequent to June 30, 1974. Employees hired after December 31, 1974, shall receive their increment on their anniversary date.

 5. Effective July 1, 1975 the position of Senior Fire Alarm Operator shall be established. The position shall be filled on the basis of seniority and in compliance with Civil Service Rules. Only one (1) Senior Fire Alarm Operator shall be employed on a tour.
- Effective July 1, 1975 each Senior Fire Alarm Operator shall receive an additional \$200.00 to his annual salary.