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THIS BOOK DOES
NOT CIRCULATE

AGREEMENT

between

PATERSON FIRE AND POLICE COMMISSION

and

HOUSING INSPECTORS, BUILDING INSPECTORS,
ELECTRICAL INSPECTORS AND ZONING IN-
SPECTORS-LOCAL #2277-COUNCIL 80

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

PREAMBLE

This Agreement entered into by City of Paterson, hereinafter referred to as the "EMPLOYER", and LOCAL #2277, 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.

WORK SCHEDULE:

3.1 The work week shall consist of five (5) consecutive days Monday through Friday, thirty hours per week, six hours per day.

3.2 The regular starting time of work shift will not be changed without reasonable notice to the affected employees and without first having discussed such changes and the needs for same with representatives of the Union.

3.3 In accordance with Civil Service Rules and Regulations

3.4 Schooling---all schooling pertaining to the job and available to all employees will be paid for by the City in advance, this will also include tuition fees and all traveling expenses to and from such schools.

4. OVERTIME:

4.1 Compensatory time will be given at the rate of one and one-half times for every hour worked but not less than 4 hours given at time and one-half the hourly pay when receiving under 4.2. Time shall be given for work under any of the following conditions:

4.2 "Call-in" time must be called and authorized by the Mayor of the City or the Fire and Police Board or duly authorized agent of the Board. Compensatory time will be given, etc:

- (a) all work performed in excess of six (6) hours in any one day;
- (b) all work performed in excess of thirty (30) 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, our Union members 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 Union member 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. SALARIES:

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

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

6. INSURANCE:

6.1 Hospitalization Rider J, Medical and Major medical insur-

ance shall continue as heretofore. In addition, each worker shall be credited for hospitalization from the first day of hire so that employer shall be paying the full hospitalization and Rider J cost and major medical insurance each worker and their families.

7. LEAVES OF ABSENCE:

7.1 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>
1. Funeral	3 in State 2 days extra out of state	paid	none
2. Jury Duty	As required by law	paid	none
3. Personal	3 days per year	paid	
4. Public office	Term required by law	unpaid	
5. Sick Time	same as Civil Service rules and regulations	paid	
6. Union Business	Officers shall be granted time for Conventions or important Union matters upon written request to the Supervisor	paid	
7. Union Employment	The City will grant up to 6 months leave of absence	unpaid	
8. Education	If sent to school for the City of Paterson, the City will be responsible for all costs		
9. Military Service	As required by law, including National Guard or other U.S. Reserve Units		

7.2 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.

8. SENIORITY:

8.1 Seniority is defined as an employee's total length of ser-

vice with the Employer, beginning with his certification 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, 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.

8.5 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.

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 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. HOLIDAYS:

9.1 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.

All employees shall receive twelve (12) paid holidays. They

New Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Fourth of July

Election Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

10. GRIEVANCE PROCEDURE:

10.1 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 up 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 Steward (or Union grievance committee member) to the Coordinator of Department of Community Importance shall respond to the Union Steward or grievance committee in writing within three working days.

Step 3: If the grievance still remains unadjusted, it shall be presented by the Union Steward, Union representative, or Grievance Committee, the Police and Fire Board in writing within seven days after the response of the Coordinator of Department of Community Importance is due. The Police and Fire Board shall respond in writing to the Union Steward, representative or grievance committee within five working days.

Step 4: If the grievance is still unsettled, the Union may, within fifteen working days after the reply of the Police and Fire Board is due, by written notice to the Police and Fire Board request arbitration.

10.2 The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within seven 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 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 days after the conclusion of the testimony and argument.

Expenses for the arbitrator's services 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.

10.4 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.

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:

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

11.2 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.

12. EQUAL TREATMENT:

12.1 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:

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

and enforced.

14. VACATIONS:

14.1 In conjunction with the Civil Service Rules and Regulations.

15. LONGEVITY PAY:

15.1-5 years	2%
10 years	4%
15 years	6%
20 years	8%
25 years or over	10%

16. TRAVEL:

16.1 All employees shall receive \$50.00 per month for traveling expenses and this check shall be received no later than the 10th of the following month. *JP 9/2/72*

17. NO STRIKE OR LOCK-OUT PROVISION:

17.1- 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.

18. CLASSIFICATION AND JOB DESCRIPTIONS:

18.1 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.

18.2 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.

19. GENERAL PROVISIONS:

19.1 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.

19.2 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.

19.3 The Pension Plan now in effect shall remain in effect for the life of this Agreement.

20. TERMINATION:

20.1 This Agreement shall be effective as of the first day of January, 1972 and shall remain in full force and effect until the 31st day of December, 1972. 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.

20.2 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.

SUPPLEMENT TO PAGE #3, ARTICLE #7.10 (left out of proper order in Agreement, due to Error)

Any employee who requests 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.

Any employee who requests a leave of absence for more than

one year to hold another job position or a title in private industry shall lose his seniority rights.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this.....¹⁵.....day of.....^{Sept}.....197.⁷.....

FOR THE UNION:

FOR THE EMPLOYER

John G. Joseph

Salvatore Barone

Bernard J. [unclear]

[unclear]

Louis Russo
Ex Dir

Lucien [unclear]
Mayor

Kenneth W. Hayden
Club. Fin. Police Committee

APPENDIX "A"

HOUSING INSPECTORS
BUILDING INSPECTORS
ELECTRICAL INSPECTORS
ZONING INSPECTORS

1. DATE OF HIRE:

- a) The Police and Fire Board agree that all employees hired before December 31, 1971 shall be entitled to the first increment of \$523.10;
b) These employees shall be entitled to the following salary guide:

	<u>MINIMUM</u>	<u>ANNIVERSARY DATE</u>
1) for one year of service	\$7000.00	\$7,523.00
2) for two years of service	\$7523.00	\$8,046.00
3) for three years of service	\$8046.00	\$8,569.00
4) for four years of service	\$8569.00	\$9,093.00

2. Any employee of the bargaining unit who has one year of service will automatically go to \$7,523.00 on his anniversary date.
3. Any employee of the bargaining unit who has two years of service will automatically go to \$8,046.00.
4. Any employee of the bargaining unit who has three years of service will automatically go to \$8,569.00.
5. Any employee of the bargaining unit who has four years or more of service will automatically go to \$9,093.00 which is maximum pay for the life of this Agreement.
6. Any employee who is entitled to his increment of \$523.10 will receive this automatically on his anniversary date.

APPENDIX "B"

Appendix "B" covers all employees not covered under appendix A of this Bargaining Unit.

1) those employees who were hired after December 31, 1971 will receive \$250.00 upon the signing of this contract and the remainder of the increment on their anniversary date for a balance of \$273.00;

2) the remainder of the employees under this Bargaining Unit shall follow the same pattern as detailed in Appendix "A" Salary Guide as set forth for all employees.

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APPENDIX "C"

<u>Present Salary Ordinance</u>	<u>Proposed Salary</u>	<u>Annual Increment</u>	<u>Proposed Increment</u>
<u>Minimum</u>	<u>Minimum Maximum</u>	<u>Six (6) Steps</u>	<u>Four (4) Steps</u>
\$7000.00	No change "	\$349.50	\$523.10

Salary ordinance adopted December 1, 1971