

AGREEMENT

THIS BOOK DOES NOT CIRCULATE

Between:

DEPARTMENT OF COMMUNITY DEVELOPMENT

DIVISION OF COMMUNITY IMPROVEMENTS

CITY OF PATERSON

and

HOUSING INSPECTORS, BUILDING INSPECTORS,
ELECTRICAL INSPECTORS, AND ZONING INSPECTORS,
LOCAL NO. 97 OF NEW JERSEY.

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMAN AND
HELPERS OF AMERICA.

JANUARY 1, 1975 THROUGH DECEMBER 31, 1975.

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Institute of Management and
Labor Relations

JUL 1 1976

RUTGERS UNIVERSITY

AGREEMENT

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CITY OF PATERSON

and

HOUSING INSPECTORS, BUILDING INSPECTORS,
ELECTRICAL INSPECTORS, AND ZONING INSPECTORS
LOCAL NO. 97 OF NEW JERSEY.

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND
HELPERS OF AMERICA.

PREAMBLE

This Agreement entered into by the City of Paterson, hereinafter referred to as the "EMPLOYER", and LOCAL #97, 853 Mt. Prospect Ave., 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: all of its employees in the classifications listed under Appendix A attached hereto and by reference 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:

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.

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 Director or his designee. 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, 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 insurance shall continue as heretofore. In addition, each worker shall be eligible 3 months from the date of hire.

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>
7.1 Funeral	3 days in State 2 days extra out of State	Paid	Husband, wife, children, Mother, Father, Mother- in-law; Father-in-law; Sister; Brother; Sister- in-law; Brother-in-law.
7.2 Jury Duty	As required by law	Difference None paid	
7.3 Personal	3 days per year	Paid	
7.4 Public Office	Term required by law	Unpaid	
7.5 Sick Time	Same as civil service rules & regulations	Paid	
7.6 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.
7.7 Union Employment	The City may grant up to 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.		
7.8 Education	If sent to school by the City of Paterson, the City will be responsible for all extra costs, payable in advance.		
7.9 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.		

8. SENIORITY:

8.1 Seniority is defined as an employee's total length of service 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 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.

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.

8.8 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.

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 are:

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. 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 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 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 the 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.

10.2 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.

10.3 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.

10.4 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.

11. SAFETY AND HEALTH:

11.1 The Employer shall at all times maintain safe and healthful working condition and will provide employees with any special work related 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:

Earned vacation 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.

All employees shall be entitled to vacations in accordance with the following schedules:

(A) for the first year of employment, one day vacation per month of employment shall be earned;

(B) employees having worked for the Employer for one year shall receive twelve (12) working days paid vacation;

(C) after five (5) years of continuous service an employee shall be entitled to fifteen (15) working days paid vacation;

(D) after ten (10) years of continuous service, an employee shall be entitled to twenty (20) working days paid vacation;

(E) after fifteen (15) years of continuous service an employee shall be entitled to twenty-five (25) working days paid vacation;

(F) after twenty (20) years of continuous service an employee shall be entitled to thirty (30) working days paid vacation.

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 Effective January 1, 1975, all employees shall receive \$60.00 per month travel allowance. The sum of \$3.00 per day shall be deducted from the employees monthly travel allowance for each day taken for the following:

(a) Sick Leave

(b) Personal Leave

(c) Vacation Leave

The maximum deduction in any month shall be \$60.00 and the employer shall not carry over any excess that may be due from one month to another.

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 of January, 1975 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 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.

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.

APPENDIX "A" FOR 1975 CONTRACT

1. WAGE SCHEDULES

Effective on the date listed below, the salary increases shall be implemented as follows:

January 11, 1975	\$200.00
July 12, 1975	\$100.00
October 4, 1975	\$200.00

Effective on January 11, 1975, an additional step of \$400.00 is added to the salary guide.

SALARY SCHEDULE

<u>DATE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
January 11, 1975	\$7,400.00	\$9,893.00
July 12, 1975	7,500.00	9,993.00
October 4, 1975	7,700.00	10,193.00

2. INCREMENTS

Increments will be in steps of \$523.00 each and a final step of \$400.00 payable as follows:

(a) An increment of \$523.00 to all employees who were on the payroll on or before June 30, 1974, except those employees who had reached maximum will receive an increment of \$400.00. The increments shall be effective on January 11, 1975.

(b) An increment of \$523.00 to all employees who were hired on or after July 1, 1974. The increments shall be effective on July 12, 1975.

(c) Employees hired subsequent to December 31, 1974, shall receive an increment on their anniversary date.

(d) The following employees will receive a half of an increment (\$262.) effective July 12, 1975: B. Cauthen; M. DeVita; J. LaFemina; J. Machuga and T. Shadiak.

(e) The employees named in paragraph (d) above, shall receive a half an increment (\$261.) effective December 31, 1975.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this 28 day of April, 1975.

FOR THE UNION:

FOR THE EMPLOYER:

Arnold Ross

Arnold Ross, President

Thomas A. Donohue

Thomas A. Donohue, Sec-Treas.

Louise DeArby
City Negotiator
Judy White

NEGOTIATING COMMITTEE:

Andrew D. Trause

Andrew D. Trause
Director of Public Employees

John G. Doslanski

Bernard J. Otten