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NO CIRCULATE

THIS AGREEMENT entered into this 30<sup>th</sup> day of Sept 1971, by and between the PARK COMMISSION, CITY OF PATERSON, NEW JERSEY, hereinafter referred to as the "EMPLOYER" and LOCAL 1960, 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, and to avoid interruption or interference with the efficient operation of the public Employer.

ARTICLE I--RECOGNITION

Section I:

The Employer hereby recognizes that the Union is the sole and exclusive representative of all employees of the Employer who are members of the Union with respect to wages, hours of work, conditions of employment and grievance procedure.

Section II:

The bargaining unit shall include:

(a) All Park Maintenance, Park Caretakers, Watchmen, Senior Park Caretakers, tree Climbers, Senior Tree Climbers, Equipment Operator, Mechanical and Maintenance Repairmen, and truck Drivers, Park Guards who are employees of the Employer; excluding Superintendent, All Foremen, Asst. Foreman, Clerk of the Board and office employees.

(b) The parties do further agree that this Agreement and provisions hereinafter set forth are subject to any and all regulations of the Civil Service Departments and Commission of the State of New Jersey insofar as they apply to the employees in the bargaining unit and where there is a conflict with such regulations, the Civil Service statutes and regulations shall take precedent.

Section III:

This Agreement shall take effect immediately upon being signed by the duly appointed authority of the Employer after approval by the Union membership and the authorized representative of the Union; subject however to all regulations and requirements resulting from the United States Government Wage and Price Freeze of August 15, 1971.

ARTICLE II-SENIORITY

Section 1:

(a) All employees in permanent positions who have worked ninety (90) days shall be known as permanent employees and entitled to all of the benefits of this Agreement. The aforesaid ninety (90) day probationary period shall be included in determining dates of employment for purposes of seniority, pension, and the like.

Section II:

The Employer shall establish a seniority list and it shall be brought up to date twice a year and delivered to the representative of the Union.

Section III:

When a vacancy or new position exists, positions shall be filled by:

- (a) Employees from Civil Service lists, if they are available and in order of seniority, provided they are qualified. If a person fails to qualify, he shall be entitled to return to his old position without loss of pay or seniority within ninety (90) days.
- (b) Vacant or new positions shall be posted for a period of at least five (5) working days.
- (c) When a job opening is posted, employees who are out on authorized sick leave, disability or vacation, shall be notified by their steward and the steward shall have the right to apply in their name.

(d) Qualifications shall be determined by the Employer subject to the grievance procedure.

Section IV:

Transfers of employees within various jobs shall be made by the Employer subject to the welfare of the employees, subject however to the overriding needs of the city and the Employer.

It is further agreed and understood that no employees' consent shall be required for a bona fide shift of a job function out of the Department in question, it being further understood that no job function shift can be made for the sole purpose of reducing the size of the bargaining unit.

ARTICLE III-HOURS OF EMPLOYMENT

Section 1:

(a) A work week for all employees shall consist of any forty (40) hour period of consecutive days. Employees required to work more than eight (8) hours in any one day or more than any forty (40) hour period of consecutive days, shall be paid for such overtime at time and one half. If an employee is sick during a regular work day, he shall be paid overtime pay if called in to work on the sixth or seventh day of his work week period or holiday, only if the sick time was covered by accumulated sick leave for which he was compensated during his absence.

(b) Overtime shall be distributed as equally as possible among the employees and for this purpose the Employer shall maintain seniority lists copies of which shall be given to the Union and shop steward. Such overtime shall be assigned by seniority based on aforesaid lists. A refusal to work overtime shall result in said workers name being placed on the bottom of the list. Employees called in to work for any emergency conditions shall have their compensation computed at one and one half times their current hourly rate for the particular day, and they shall be paid for a minimum of three hours. For the purpose of this agreement, an emergency is defined as a condition which necessitates immediate corrective action and which requires that the employees be called back to work at a time other than their regular scheduled time.

The existence of emergency conditions shall be determined by the Superintendent, the Chairman of the Park Commission or the Acting Chairman.

(c) Overtime records shall be maintained by the Employer with adjustments posted every three months and shall be started anew every January 1st.

(d) Employees shall work overtime when ordered to do so, unless incapacitated and shall be considered as having refused to obey orders by refusing to work overtime which shall result in disciplinary action if so determined by the Superintendent.

Section II:

Time and one-half shall be paid any employee for any hours worked other than those of his regular work day or work week. Double time an employee's hourly rate of pay shall be paid for work on the seventh day of the employee's work week. Double time and one half, an employee's hourly rate of pay shall be paid for working on any legal holiday on which the employee would ordinarily be off from work; said total amount received to be equivalent to one and one-half times of the employee's hourly rate, plus his regular time.

Section III:

If the paid holiday shall fall on a vacation day, the employee shall be compensated with an additional day attached to vacation schedule.

ARTICLE IV-GRIEVANCE PROCEDURE

Section I:

Step 1 (a) An employee with a complaint, and/or his steward should within three working days first discuss the matter with his foreman. In this discussion, the persons involved shall make an earnest effort to resolve the matter. The foreman shall make whatever additional investigation is necessary and shall give his answer as soon as practicable, but within three working days. It is agreed that most complaints should be settled at this step.

Step 2 (b). If the employee is not satisfied with the answer at Step 1, he shall then reduce his complaint to writing. The employee and/or his chosen representative shall submit the written grievance to the Superintendent, who in turn, shall submit to the Union a written answer to the grievance within (5) five working days.

Step 3 (c). If the decision at Step 2 is not satisfactory to the employee, he may appeal, in writing to the Employer within ten (10) working days after receiving the decision of Step 2. UPON receipt of such an appeal, the Employer will investigate the grievance and make an effort to resolve it to the satisfaction of all parties. Prior to denying any grievance at this step, the aggrieved employee and/or his representative shall be afforded the right to meet and discuss the grievance with the Employer. The decision of the Employer will be made, but not later than twenty (20) days after receipt of appeal from Step 2.

It is further agreed that in case of discharge grievance, the Employer shall make every effort to expedite its determination prior to the expiration of twenty (20) days.

In those cases where the grievance involves the discharge of an employee or any other grievance that affects the employee's receipt of pay, a failure on the part of the Board to render its written decision within twenty (20) days, shall be considered resolved in favor of the employee. All decisions rendered by the Employer under this paragraph shall be in writing. The aforesaid references to twenty (20) days shall mean twenty (20) days or in any event by the next regular meeting date of the Park Commission.

Step 4 (d). An employee's grievance will be considered settled upon his written request, or when the complainant ceases to be a regular employee of the Employer by resignation, or when time limit to appeal to the next step expires, if the Employer fails to answer within the prescribed time limit, the grievance will automatically go to the next step.

## ARBITRATION

### Section 1:

(a) If the employee is dissatisfied with the decision of the last Step of the Grievance Procedure, the representative may petition for arbitration to the New Jersey Mediation and Arbitration Board.

(b) The arbitrator's fee and expense shall be borne equally by the parties to this Agreement. The Employer and the Union shall also share equally the expenses of any and all mutually agreed upon services considered desirable or necessary in connection with the proceedings.

(c) The arbitrator (a) selected in accordance with the procedure described in Section (a) of this Article shall conduct a Hearing at which the facts and arguments relating to the dispute shall be heard.

The written word of the arbitrator made in accordance with the above arbitration procedure shall be final and binding on the parties to this Agreement.

## ARTICLE V

### LEAVE, VACATION AND HOLIDAYS

#### Section I:

All employees shall receive twelve (12) paid holidays. They are 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 and Christmas Day. If a paid holiday falls on a Saturday, the preceding Friday shall be considered a holiday. If a paid holiday falls on a Sunday, then in the discretion of the Mayor and the Employer the preceding Friday or in the case of Sunday, the following Monday shall be considered a holiday.

#### Section II:

Earned vacation leave shall be taken annually upon notification by an employee to the Employer, of his intention to start his vacation, which notification shall be at least three weeks 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

Nothing herein shall require the Employer to honor requests for vacations where such requests will, in the opinion of the Superintendent have a detrimental effect on the efficient operation of the Parks and furthermore, seniority lists should be established to cover such vacation requests based on established working units.

All full-time permanent employees shall be entitled to vacations in accordance with the following schedule:

- (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 years of continuous service an employee shall be entitled to fifteen (15) working days' paid vacation.
- (d) after ten years of continuous service an employee shall be entitled to twenty (20) working days' paid vacation.
- (e) after fifteen years of continuous service an employee shall be entitled to twenty - five (25) working days' paid vacation.
- (f) after twenty years of continuous service an employee shall be entitled to thirty (30) working days' paid vacation.

### Section III.

If an employee is required by subpoena to attend a court suit to which he is not a party, he shall be entitled to personal leave not to exceed five (5) days per year, for which he shall be paid his regular rate of pay.

### DEATH LEAVE

#### Section IV:

In the event of death in the immediate family, immediate family shall mean father, mother, sister, brother, husband, wife, child, mother-in-law, father-in-law, grandmother, grandfather, the number of days leave granted with pay for this purpose shall be limited to three (3) working days which shall not be charged to sick leave. For out of state leave, two (2) extra days leave with pay shall be allowed, subject to approval of the Superintendent.

## SICK LEAVE

### Section V:

(a) sick leave shall be earned by each employee at the rate of one (1) working day for each calendar month of service and not to exceed fifteen (15) working days in any twelve (12) months.

(b) Sick leave shall be considered to be the absence from duty with pay of employees for the following reasons:

1. Illness or injury except where directly traceable to employment by an employer other than the Employer and where illness or injury is compensable under State Law.

2. For Medical or Dental examination or treatment for which arrangements cannot be made outside of working hours.

3. When exposure to contagious disease endangers the health of other employees.

4. When a member of the immediate family of the employee is critically ill or disabled, creating an emergency which requires the personal attention of the employee

(c) sick leave earned in any month of service, shall be available at any time during any subsequent month.

(d) sick leave with pay in excess of the leave accumulated to a permanent employee's credit may be granted in advance by the Employer in charge;

(e) all unused sick leave of any employee during continuous employment may be accumulated without maximum;

(f) sick leave shall continue to accumulate during leaves of absence with pay and during the time an employee is on authorized sick leave or vacation time;

(g) there shall be maintained a record for each employee of all sick leave taken and accumulated.

(h) during the effective period of this Agreement, a satisfactory method of informing individual employees of accumulated sick leave shall be established.



ARTICLE VI

CONDITIONS OF EMPLOYMENT

Section I: Union Activities

(a) Union activities shall be carried on in such manner so as not to disrupt operations, however, this provision is not intended to exclude normal Union activities;

(b) The Union shall notify the Employer in charge of the names of current Union Officers and the steward or his alternate responsible for processing grievances;

(c) Employees engaged in normal Union activities such as grievance or other negotiation meetings shall not have their pay suspended.

Stewards or Officers shall have the right to process and represent an employee with a grievance or problem at any time. Employees shall notify their supervisor in advance of such meetings.

Section II:

Employees allowed time to wash and put tools away, subject to discretion of supervisor.

Section III:

The Employer shall furnish the employees with rain coats, boots, and gloves at its own cost and expense where necessary in the course of their duties for their Employer. The employee shall not be responsible for the normal wear and tear of such items but shall be responsible for loss, inasmuch as the Employer provides locker for said employees.

Section IV:

Supervisor shall not work overtime where non-supervisory employees are available unless an emergency precludes same, or due to the unavailability or inability to contact the employees.

Section V: Classifications

The qualifications, duties and responsibilities of every position shall be clearly defined and set forth in writing. When a question arises as to the interpretation of a duty or requirement in any position, it shall be processed through the Grievance Procedure and the job description changed, if it is determined such change is necessary.

ARTICLE VII

REMUNERATION

Section I:

Hospitalization, medical and major medical insurance shall continue as heretofore, except that the Employer shall pay one-half of the family plan or whatever plan and payments are agreed upon by the Paterson Park Commission, effective July 1, 1971 and the full family plan January 1, 1972.

Section II:

See Appendix "A" and "B" attached hereto and made a part hereof.

The longevity of 4% after 10 years of employment shall be adopted for the employees of the Park Commission.

The Employer does hereby agree that all future pay stubs will indicate the overtime amount paid for same.

ARTICLE VIII

NO STRIKE OR LOCKOUT PROVISION

Section I:

Neither the Union or the employees or Employer shall instigate, promote, sponsor, engage in or condone any strike, picketing, slowdown, ✓ concerted work stoppage, lockout or any other <sup>intentional</sup> international 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.

ARTICLE IX

This Agreement shall run for the year January 1, 1971 to December 31, 1972.

The parties do hereby agree that they shall negotiate for the renewal or extension of the within Agreement at least ninety (90) days prior to the termination hereof.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper and duly constituted officers, the day and year first above written.

FOR THE UNION:

Anthony Donato Sr.  
Louis Spagnola  
J. Ryan Escliva Pres.  
Louis Grassano Rep.

FOR THE EMPLOYER:

Max Ziesenberg  
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APPENDIX "A"

1971= \$300.00 (Three Hundred Dollars) across the board (i.e. difference between \$300.00 and what has already been granted)

One half ( $\frac{1}{2}$ ) of hospitalization (full family ) effective July 1, 1971

Longevity (4%) after Ten (10) years of employment.

APPENDIX "B"

1972= \$238.00 increment plus \$187.00 (\$425.00 total)

Entire full family hospitalization, medical & major medical insurance.

(The aforesaid Appendix "A" and "B" are subject to the provisions of the

United States Government Wage & Price Freeze as referred to in Section III