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A G R E E M E N T

Between

Paterson

CITY OF PATERSON

AND

LOCAL 2272,

AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO
(D.P.W. BLUES)

JANUARY 1, 1986 - DECEMBER 31, 1987

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PREAMBLE

THIS AGREEMENT, dated this day of , by
and between the City of Paterson (hereinafter the "City") and
Local 2272, American Federation of State, County and Municipal
Employees, A.F.L.-C.I.O. (hereinafter the "Union"), is a successor
Agreement to the Agreement by and between the parties, which expired
December 31, 1985.

ARTICLE I

DURATION

- A. This Agreement shall be effective from January 1, 1986 and shall remain in full force and effect until December 31, 1987.
- B. This contract and its provisions shall be extended to remain in full force and effect during any extended periods of negotiations that take place on a new contract subsequent to this contract's expiration date.
- C. By mutual agreement, any provisions of this contract may be re-opened for purposes of negotiations.

ARTICLE II
RECOGNITION

In accordance with the certification of the New Jersey Public Employment Commission dated February 19, 1975, the City recognizes the Union as the exclusive collective bargaining agent for the employees in the classification of maintenance, custodial, clerical and blue-collar employees of the Paterson Department of Public Works in the following divisions: Division of Traffic and Lighting, Division of Water and Sewer, Divisions of Streets, Division of Sanitation, Division of Public Property, and Division of Automotive Maintenance, Bus and Taxi Inspections, both permanent and temporary. Excluded are all employees of the Division of Engineering and Operations, employees of the Police Department Motor Pool, and all supervisors as defined in the Act as well as police, professional and managerial employees.

ARTICLE III

BILL OF RIGHTS

To insure that individual rights of employees are not violated, the following shall represent the Employee's Bill of Rights:

An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this Agreement.

An employee shall be entitled to Union representation at each stage of a disciplinary proceeding instituted pursuant to this Agreement in Article V. No employee shall be requested to sign a statement of an admission of guilt to be used in a disciplinary proceeding without having Union representation.

No recording devices of any kind shall be used during any disciplinary proceedings unless agreed to by all parties and each party receives a copy of the tape.

An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his rights under this Agreement.

ARTICLE IV
GRIEVANCE PROCEDURE

A. PURPOSE

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment.

B. DEFINITION

1. A grievance is a claim by an employee or the Union based upon the interpretation, application or violation of this Agreement. In order to be considered under this procedure, a grievance must be initiated by the employee or the Union within fifteen (15) calendar days from the time when the employee or the Union knew or should have known of the occurrence or act giving rise to the claim. If the grievance is not initiated within the time period allotted, it shall be deemed to have been waived.

2. In the wording of this statement of procedure, the term "aggrieved" shall be taken to include all those employees covered by this Agreement.

3. Any employee shall have the right to present his grievance through the steps described in the following paragraphs with assured freedom from restraint, interference, coercion, discrimination or reprisal.

4. In the event no decision is forthcoming within the prescribed time limit as indicated below, the aggrieved may, upon notice, proceed to the next step.

5. Any of the time limits specified below may be extended by mutual agreement.

6. This grievance procedure shall in no way impair, diminish or preclude any rights of the parties as set forth in New Jersey Statutes, N. J. Administrative Code, or any other law.

7. If, in the judgment of the Union, a grievance affects a group of employees, the Union may process and institute such grievance at Step 3 of this grievance procedure, provided it is initiated and signed by at least one employee.

8. Any Grievance Committee meetings with the Employer shall be held during normal business hours, on the Employer's premises, and without loss of time.

9. Grievance Committee members may have a reasonable amount of time to investigate and process grievances during working hours, without loss of pay.

Step 1. The Union Steward or other authorized representative, with or without the employee, shall take up the grievance or dispute with the employee's immediate foreman. The foreman shall then attempt to adjust the matter and shall give his answer to the Steward within one (1) work day.

Step 2. If the grievance has not been settled in Step 1, it shall be reduced to writing and presented to the Supervisor or General Foreman within three (3) work days from the determination of the employee's immediate foreman.

The Supervisor or General Foreman or his designee shall render an answer in writing, within three (3) work days after its presentation in Step 2.

Step 3. If the grievance is still unsettled, it shall within five (5) work days from receipt of the answer in Step 2 be submitted to the Director, who shall schedule a meeting within five (5) work days with the Union Grievance Committee and the grievant. The Director or his designee shall forward his answer in writing to the Union President within five (5) work days.

Step 4. If the grievance is still unsettled, the Union may within twenty (20) days from the answer in Step 3 request arbitration. The arbitrator shall be selected in accordance with the rules of the Public Employment Relations Commission. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties. The fees of the arbitrator shall be borne by the Employer and the Union equally.

ARTICLE V

DISCHARGE AND DISCIPLINE

A. The Employer shall not discipline or discharge an employee without just cause. The Employer shall notify the Union immediately of any discharge or discipline of an employee. Where such action involves loss of employee's wages, the Union and the Employer shall endeavor to meet within one (1) work day from such action to try to resolve the matter. If the matter remains unsettled, the Employer shall give written reasons to the Union and the individual for such action and the grievance procedure may be invoked. Any grievance involving discharge or discipline may be initiated at the 3rd Step by the Union.

B. A Grievance may be settled at any stage of the disciplinary grievance procedure, providing the Union shall be notified and offered the opportunity to be present at all meetings, hearings, disciplinary proceedings or discussions which involve the employees covered by this Agreement. The employee and the Union shall be provided with a written copy of any such settlement within twenty-four (24) hours.

C. Grievance Committee shall mean: The Union President or his designee, the Steward and the Grievant.

ARTICLE VI

UNION SECURITY

A. Bulletin Boards

The Employer agrees to provide bulletin boards for the exclusive use of the Union to post notices and other Union information at each work location. Such notices shall be affixed with the Local A.F.S.C.M.E. number and/or Council 52 and/or A.F.S.C.M.E. International letterhead.

B. Access to Premises

The Employer agrees to permit representatives of the International Union, and the Union Council 52, subject to prior approval of the Director or his designee, to enter the premises of the Employer for individual discussion of working conditions with employees, and to explain Council-sponsored insurance programs, provided such representatives do not interfere with the performance of duties assigned to the employees. The Union President shall be permitted to enter the City Yard at any time to conduct Union business. Upon entering the Yard, the Union President must notify the Supervisor in charge, or when such Supervisor is not on duty, the Radio Dispatcher.

C. Aid to Other Unions

The Employer agrees there will be no aid, promotion or financing of any labor group or organization.

D. Union Activities on Employer's Time and Premises

The Employer agrees that appropriate Union representatives, who are employees, shall be allowed to engage in the following activities, consistent with the applicable law:

- post Union literature;
- distribute Union literature;
- solicit Union membership;
- transmit communications authorized by the local Union or its officers to the Employer or his representative; and
- consult with the Employer or the Union concerning the enforcement of any provision of this Agreement.

The above activities shall not exceed reasonable time limits and shall not be abused.

E. Contract Negotiations

The Employer will give time off with no loss of pay to the six (6) members of the local union negotiating team to participate in contract negotiations.

F. Such meetings shall be conducted during regular business hours.

G. The President of the Union shall be assigned to duties in the City Yard which are consistent with his job classification. The assignment will not be of a punitive nature. The President of the Union, or his designee, although his primary obligation shall be to his job, shall be permitted to devote ten (10) hours each week without loss of pay, to pursue Union business on behalf of members of the bargaining unit, with prior notice to the Supervisor then in charge, whenever necessary, provided no undue interference with City operations results therefrom.

In addition, the President shall have the right to attend Labor Management conferences and formal grievance meetings and arbitration hearings.

ARTICLE VII

DUES DEDUCTION

- A. The City agrees to deduct the annual dues of the Union in twenty-four (24) equal deductions from all employees who execute a written authorization pursuant with N.J.S.A. 52:14-15.9e. Such notice shall be given to the head of the City's payroll department.
- B. The dues check shall be accompanied each month with an alphabetized list of all employees in the bargaining unit on a form provided by the Union. The list shall include new hires along with their home addresses, dates of hire, classification, status and whether they are terminated or on leave of absence and the amount of dues deducted.
- C. The total of such deductions, together with the list, shall be remitted to the designated Financial Officer of Council 52, AFSCME, AFL-CIO, 516 Johnston Avenue, Jersey City, New Jersey, 07304, monthly, by the 15th of the month following such deductions.
- D. Dues deduction for any employee in the bargaining unit shall be limited to AFSCME, the majority representative, and employees shall be eligible to withdraw such authorization only as of July 1 of each year, provided the notice of withdrawal has been filed timely.

E. REPRESENTATION FEE

1. Upon the request of the Union, the Employer shall deduct a representation fee from the wages of each employee who is not a member of the Union.

2. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after reentry into employment in the unit.

3. The amount of said representation fee shall be certified to the Employer by the Union, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Union to its own members.

4. The Union agrees to indemnify and hold the Employer harmless against any liability, cause of action or claims of loss whatsoever arising as a result of said deductions.

5. The Employer shall remit the amounts deducted to the Union monthly, on or before the 15th of the month following the month in which such deductions were made.

6. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.4(2)(c) and (3) (L. 1979, c.477), and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the

event the Union fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making said deductions.

7. For the purposes of this provision, Employees employed on the ten (10) month basis, or who are reappointed from year to year, shall be considered to be in continuous employment.

ARTICLE VIII

NON-DISCRIMINATION CLAUSE

- A . The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

- B . All references to employees in this Agreement designates both sexes and wherever the male gender is used it shall be deemed to include male and female employees.

- C . The Employer agrees not to interfere with the rights of employees to become members of the Union, and further agrees there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.

- D . The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE IX
PERSONNEL FILES

A. Evaluations

1. Evaluations shall be made at least once every six (6) months by the Employer for all employees.
2. Each employee shall be notified of his performance and shall have the opportunity to review such evaluation with his or her supervisor. Subsequent reviews for consideration of an employee's evaluation may be had with the appropriate supervisor. Duplicate copies of evaluations by the supervisor will be given to the respective employee.
3. Upon request in writing, an employee shall have access to his own personnel file during working hours.
4. The employee shall have the right to respond in writing to any document in the file. Such response shall become part of the personnel file.
5. The employee reserves the right to grieve any material in the file, either in total or in part.

ARTICLE X

SENIORITY

A. Definition

1. Unit-wide seniority is defined as the length of time an employee has been continuously employed in any position, in this bargaining unit, as defined in Article II.
2. Divisional Seniority shall be defined as the length of time an employee has worked continuously in a specific division within the Department.
3. Classification Seniority shall be defined as the length of time an employee has worked continuously in a specific job title within the Department.

B. Application

1. Unit-wide Seniority shall apply towards longevity payments and length of vacations.
2. Divisional Seniority shall apply in the scheduling of vacation as herein provided.

C. Exception

Notwithstanding the above, in the event of layoff, the President and all Shop Stewards, during their term of office, shall be the last persons to be laid off in the bargaining unit.

D. Seniority Lists

A copy of the seniority list shall be furnished by the Employer to the Local Union every six (6) months. The seniority list shall show the names, job titles and date of hire of all em-

employees in the bargaining unit and shall be posted by the Union on all Bulletin Boards.

E. Breaks in Continuous Service

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause and/or retirement. If an employee returns to work in any capacity within one (1) year, the break in continuous service shall be removed from his record. However, in the case of an employee returning to work after a discharge for just cause, past seniority shall be restored upon mutual agreement by the Employer and the Union.

F. Posting

1. In order to keep employees within a department or organizational unit informed of positions in which they may be interested for the purpose of reassignment or promotion and to provide an opportunity to apply for existing or planned job vacancies, vacancies shall be posted upon their occurrence.

(a) The term "promotion" means the advancement of an employee to a higher position or the reassignment of an employee to a higher paying position.

(b) Notice of all vacancies shall be posted on all bulletin boards for a period of not less than ten (10) calendar days and shall state the job classification, rates of pay,

the nature of the job requirements, and whether such opening is of a permanent, provisional or temporary nature. Employees interested, including employees on lay-off, shall make a written request through the Director for such positions.

2. Such jobs shall be filled in the following manner:

(a) Should such a promotion or vacancy be of a permanent nature, then the Employer shall fill such positions from the appropriate Civil Service Eligibility List.

Candidates whose names appear on an established promotional list shall be offered such positions until the entire list is exhausted before any other considerations are made.

(b) Should the Employer, upon the exhaustion of the established list, and in the absence of any other Civil Service List, decide to fill the job by provisional appointment, then such openings shall be posted in accordance with the procedure set forth in Article X, Section F.2.

3. (a) Provisional promotions and/or vacancies shall be filled from among those employees who apply and meet the requirement of the job.

- (b) Any employee selected in accordance with the above procedure shall undergo a trial period of not less than thirty (30) days, but no more than three (3) months. If such employee does not meet the requirements or responsibilities of the position during the trial period, he shall be restored to his former position, with no loss of seniority.
4. Positions so filled in accordance with Article X, Section F.2 shall be posted by the Employer on all bulletin boards within two (2) work days of the selection, listing the names of the employees appointed or selected and shall remain posted for a period of at least ten (10) work days.

G. Layoffs

1. In the event the Employer plans to lay off employees for any reason, the Employer shall meet with the Union to review such anticipated layoff at least two (2) weeks prior to the date such action is to be taken.
2. When such action takes place, it shall be accomplished by laying off any temporary and probationary employees first. Should it be necessary to further reduce the work force, then regular employees shall be laid off in the inverse order of seniority.
3. The Employer shall forward a list of those employees

being laid off to the Local Union Secretary on the same date that the notices are given to the employees.

4. Employees to be laid off will be given notice in accordance with Civil Service Regulations.
5. When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his unit-wide seniority right to bump, or replace, an employee with less seniority. Such employee may, if he so desires, bump an employee in an equal or lower job classification, provided the bumping employee has greater seniority than the employee he bumps.

H. Recall

When the work force is increased after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at his last known address by registered mail. If any employee fails to report for work within ten (10) days from the date of mailing of notice of recall, he shall be considered a "quit." Recall rights for an employee shall expire after a period equal to his seniority, but in no case less than two (2) years from the date of layoff. Written notice of expiration of recall rights shall be sent to the employee at his last known address by registered or certified mail. A copy of such notice shall be sent to the Union.

ARTICLE XI

TRANSFERS

- A. Employees shall not be involuntarily transferred to other divisions or areas without prior discussion with the Union.
- B. Employees displaced by the elimination of jobs through job consolidation (combining the duties of two (2) or more jobs), or the installation of new equipment, machinery, or the curtailment or replacement of existing facilities, may exercise, prior to the hiring of a new employee, their unit-wide seniority rights to transfer to any vacant jobs in the service of the Employer. An employee thus exercising his rights shall be given any reasonable training needed to perform the job. Where no employee with the requisite seniority desires to transfer, the Employer agrees to train any other employee desiring such transfer to fill the vacancy.

ARTICLE XII

HOURS OF WORK

A. Work Week

The regular work week shall consist of five (5) consecutive days:

1. Monday through Friday
2. Tuesday through Saturday
3. Wednesday through Sunday
4. Saturday through Wednesday
5. Sunday through Thursday

B. Work Day

The work day shall be either:

1. Eight (8) hours a day or,
2. Seven (7) hours a day.

C. Work Schedule

1. Work schedules showing the employees' shift, work day and hours shall be made available to the Union upon request.
2. Work schedules shall be changed only by mutual agreement between the affected employee, the Union and the Employer except in the case of emergency.

D. Rest Periods

1. All employees shall be entitled to two (2) ten (10) minute rest periods for each full shift. An employee who works a half-shift shall be entitled to one (one) ten (10) minute rest period in each working day.
2. Employees required to work beyond their regular quitting time shall receive an additional ten (10) minute rest period for each half-shift.
3. Employees, where appropriate, shall be granted a ten (10) minute clean-up period prior to the end of each shift.

E. Reporting Time

1. Any employee who presents himself for work as scheduled shall be assigned, whenever possible, work on the job for which he was scheduled to report.
2. If the employee works any part of four (4) hours and is excused from duty, then he shall be paid for the entire day.

F. Call Time

1. An employee called for emergency duty, in addition to or outside of his regularly scheduled shift, shall be paid for a minimum of three (3) hours at a rate of time and one-half (1-1/2).

2. Under no circumstances shall an employee be sent home during his regularly scheduled shift for the purpose of recalling such employee to work on another shift.

G. Overtime

1. Employees covered by this Agreement shall be paid at the rate of time and one-half (1-1/2) for all hours worked in excess of either their regularly scheduled work week, or their regularly scheduled work day, except as provided in 2. and 3 below.
2. An employee required to work on the seventh (7th) day of the employee's work week shall be paid double the employee's hourly rate of pay for all hours worked.
3. An employee required to work on any legal holiday, for which he would ordinarily be off, shall be paid at the rate of two (2) times his hourly rate for all hours worked in addition to his holiday pay.
4. Option to Work Overtime
 1. The option to work overtime shall be given on a rotating basis in order of seniority among those employees able to perform the work. Overtime shall be voluntary. Should no employees volunteer, then the employer shall assign overtime in inverse order of seniority.

2. When overtime is assigned, the Local President and Delegates shall automatically be assigned in the following manner:

- (a) Five (5) or more employees assigned, the President of the Local shall also be assigned.
- (b) Ten (10) or more employees assigned, the President of the Local and Vice-President of the yard shall also be assigned.
- (c) Fifteen (15) or more employees assigned, the President of the Local, Vice-President of the yard, and one (1) delegate shall also be assigned.
- (d) Twenty (20) or more employees assigned, the President of the Local, Vice-President of the yard and two (2) delegates shall also be assigned.
- (e) Twenty-five (25) or more employees assigned, the President of the Local, Vice-President of the yard and three (3) delegates shall also be assigned.

H. Standby Time

An employee who is required to be available for call and thereby placed on standby upon the employer's request shall receive two (2) hours at straight time rate and shall, if called in, be paid double time for all hours worked, less the standby time of two (2) hours.

I. For the purpose of computing overtime, the following paid absences shall be considered as time worked:

Holidays	Personal Days
Bereavement Days	Vacation Days
Sick Days	Jury Duty

J. All overtime worked shall be paid for promptly, no later than in the next regular payroll check.

ARTICLE XIII

HOLIDAYS

A. The following days shall be recognized and observed as paid Holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day

- B. If the paid Holiday falls on a Saturday, the preceding Friday shall be considered the holiday. If the paid holiday falls on a Sunday, the following Monday shall be considered the holiday.
- C. If an employee is regularly scheduled to work on any of the above holidays, he shall be entitled to time and one-half (1-1/2) in addition to his regular holiday pay.

ARTICLE XIV

VACATIONS

- A. All employees in the bargaining unit shall be entitled to paid vacations in accordance with the following schedule:
1. From date of hire to one (1) year:
One (1) working day vacation per month.
 2. Employees with one (1) year, but less than five (5) years:
Twelve (12) working days vacation per year.
 3. For employees with five (5) years, but less than ten (10) years:
Fifteen (15) working days vacation per year.
 4. For employees with ten (10) years, but less than fifteen (15) years:
Twenty-five (25) working days vacation per year.
 5. For employees with twenty (20) years or more:
Thirty (30) working days vacation per year.
- B. Earned vacation leave shall be taken annually, any time between January 1 and December 31, upon notification by an employee at least two (2) weeks prior to the start of said vacation.
1. In the event of conflict over a vacation period, the choice of vacation shall be granted on the basis of seniority, except in the event of failure of an employee to give prior notification.

2. If a holiday occurs during the calendar week in which an employee is on vacation, his vacation shall be extended by one (1) day, or he shall be given an additional day's pay or another day off.
3. An employee who is laid off, retired or separated or terminated by the Employer for any reason shall be paid for unused vacation accumulated at the time of separation.
4. Employees shall receive full vacation pay on the payday immediately prior to start of said vacation.
5. Employees with less than ten (10) years of service shall be granted vacation in blocks not to exceed three (3) weeks. Employees desiring to take vacation leave in a single day or days, schedules permitting, shall upon request to the director of the department at least two (2) weeks in advance, be permitted to take said vacation day or days.
6. Employees with ten (10) years or more of service shall be granted vacations in blocks of no less than two (2) days and no more than three (3) weeks.
7. Employees who, because of the pressure of work or special circumstances, are unable to use their accrued vacation, may carry said vacation into the following year.
8. Employees unable to use their full accrued vacation

because of the Employer's inability or refusal to grant such vacation shall, by the termination of this Agreement, receive pay for all unused vacation.

ARTICLE XV

SICK LEAVE

- A. Employees shall be eligible for paid sick leave after thirty (30) days' service with the Employer, retroactive to their date of hire.
- B. Sick leave shall be earned at the rate of one and one-quarter (1-1/4) days for each calendar month of service, not to exceed fifteen (15) working days per year.
- C. Accumulation
Sick leave shall be accumulated from month-to-month and from year-to-year and shall continue to accumulate during authorized leaves of absence with pay and during sick leave with pay.
- D. Employees shall be entitled to utilize accumulated sick leave for the following reasons:
- Where exposure to contagious diseases endangers the health of other employees.
 - Where a member of the immediate family is critically ill or disabled.
 - For medical or dental examination or treatment for which arrangements cannot be made outside of working hours.
- E. Sick leave with pay which is in excess of sick leave accumulated or which is advanced to any employee prior to accrual, may be granted with the approval of the Director of Public

Works. If an employee has been paid more sick leave than he has earned or accrued at the time of separation or discharge, those days over and above his proper accrual may be deducted from his final paycheck.

ARTICLE XVI

PAID LEAVES OF ABSENCE

A. Funeral Leave

In the event of a death of the employee's father, mother, sister, brother, spouse, child, mother-in-law, father-in-law, or grandparents, the employee shall be entitled to four (4) calendar days of leave with pay from day of death. For out-of-state leave, two (2) extra days with pay shall be allowed with the approval of the Director, which approval shall not be unreasonably withheld.

B. Personal Leave

An employee required by subpoena to attend a court suit to which he is not a party shall be entitled to personal leave not to exceed five (5) days per year. In other instances where an employee is required to take time off for situations considered to be of personal nature, payment for such time, not to exceed five (5) days per year, may be granted upon request to the Director of the Department of Public Works. Effective January 1, 1985, the number of personal leave days shall be reduced to four (4).

C. Union Leave

Members of the Union who are elected to attend any State and/or International Union Convention shall be permitted the necessary time off without loss of time or pay. Such paid time off shall be granted to one elected member for each fifty (50) employees within the bargaining unit.

D. Civil Service Examinations

Employees shall be allowed to take time off with pay to take open competitive and promotional examinations offered by the City Civil Service System.

E. Worker's Compensation

1. The Employer shall provide Worker's Compensation under the laws of the State of New Jersey for all employees covered by this Agreement.
2. Employees who are unable to perform their duties because of injuries received in the service of the Employer, and who receive Worker's Compensation benefits, shall receive a sum from their Employer equal to the difference between their net wages and their compensation benefits for a period not to exceed six (6) months. Such sum shall be deducted from sick leave credit or accrued vacation leave.
3. Employees who become physically incapacitated to any degree due to a job-related injury shall be afforded every opportunity to be assigned work which they are able to perform.

F. Military Leave

Employees shall be entitled to military leave in accordance with applicable Federal and State statutes and regulations.

ARTICLE XVII
UNPAID LEAVES OF ABSENCE

A. Education

After completing two (2) years of service, any permanent employee, upon written request, may be granted a leave of absence not to exceed one (1) year, but it may be extended or renewed at the request of the employee with the approval of the Director. Such leave shall not be provided more than once every three (3) years.

B. Extended Sick Leave

Extended sick leave without pay may be granted to permanent employees for a period not to exceed one (1) year, such leave to be extended, upon request and with the approval of the Director. That approval shall not be unreasonably withheld.

C. Maternity Leave

Maternity leave shall be granted for a period of up to six (6) months and will, upon written request, extend to a maximum of one (1) year. The employee may exhaust all sick and vacation time prior to such leave.

D. Union Business

Employees elected to any Union office or selected to take

full-time employment with the Union may, at the written request of the Union to the Director, be granted a leave of absence or excused absence without pay, not to exceed one (1) year.

E. Other Leaves of Absence

Leaves of absence for a limited period not to exceed three (3) months may be granted to permanent employees for any reasonable purpose, and may be renewed or extended, by written request, up to twelve (12) months with the approval of the Director.

ARTICLE XVIII
GENERAL PROVISIONS

A. Protective Clothing, Safety Equipment and Tools

1. The Employer shall provide all tools necessary to perform the tasks assigned. No employee will be required to use his own tools.
2. The Employer agrees to furnish the employees with raingear, boots, gloves and hardhats. Coveralls shall be provided for mechanics and painters.
3. If any equipment, tools, etc., break during their normal use, the employee shall bear no responsibility for said breakage. If said breakage is due to gross negligence, it shall be handled through the grievance procedure.

4. Mechanical Brooms

Employees shall not be required to take this equipment out during the cold season unless the cab is heated.

B. The Employer and the Union agree to establish a Joint Safety Committee consisting of three (3) Employer and three (3) Union representatives. The Joint Safety Committee shall:

1. Make immediate and detailed investigations of each accident.
2. Develop data to indicate accident sources and injury rates.

3. Make inspections to detect hazardous or unsafe work methods or conditions, and recommend changes or additions to protective equipment or devices for the elimination of such hazards.
4. Promote safety for workers and participate in making the safety program known to all workers.
5. Conduct meetings during working hours without loss of pay for this purpose.
6. Where an adequate number of employees are not assigned to work crews, it shall be brought to the attention of the Joint Safety Committee, which may recommend corrective action.
7. No employee shall be required to perform work that endangers his or another employee's health or safety or to work under conditions which are in violation of any local, state or federal safety laws.

C. Pay Checks

The Employees who work on the 2nd and 3rd shifts shall receive their pay checks when they report for duty on the day before the City's regular pay day.

ARTICLE XIX
HEALTH INSURANCE

A. Hospitalization

The Employer shall continue to provide Hospitalization, Medical and Major Medical Insurance as heretofore.

B. Dental

1. The employer will provide at no cost to the employee, the same dental coverage now in effect, for the employee and eligible family members.
2. The City reserves the right to change carriers if the benefits are not reduced.

C. Drug - Prescription

1. The City shall continue to provide a drug prescription plan for employees and their eligible family members, with the exclusion of oral contraceptives. Employees shall co-pay two (\$2.00) dollars.
2. The City reserves the right to change carriers if the benefits are not reduced.
3. Effective January 1, 1981 the City shall pay the cost for a family plan for those employees who have eligible dependents and families.

- D. The City reserves the right to self-insure and/or change carriers regarding health benefits plans so long as benefits are not reduced through such change.
- . Employees shall first become eligible for insurance coverage provided in Article XIX, Sections A, B and C, upon completion of ninety (90) continuous work days.

ARTICLE XX

LABOR-MANAGEMENT COMMITTEES

A. Labor-Management Committees

1. To facilitate communication between the parties and to promote a climate conducive to constructive employee relations, joint labor-management committees shall be established at the departmental levels of operations to discuss important matters of mutual interest. The size of the committees shall be limited to the number of representatives needed to accomplish their objectives. Committee size shall be determined by mutually agreed upon local arrangement.
2. Such committees will meet as necessary, but at least quarterly. Written agenda will be submitted a week in advance of regular meetings. Special meetings may be requested by either party. An agenda will be submitted along with the request. Such special meetings will be scheduled as soon as possible.
3. Approved time spent in such meetings shall neither be charged to leave credits nor considered as overtime worked. Management shall make every effort to schedule meetings during reasonable hours without loss of pay.

4. Labor-management committee meetings shall be conducted in good faith. These committees shall have no power to contravene any provisions of this Agreement. Matters may be referred to and from the facility and departmental levels as necessary. The parties may issue joint meeting minutes and letters of understanding. Disagreements growing out of the implementation of memorandum or letters of understanding signed by the Director may be subject to the grievance procedure.
5. Staff representatives of Council 52 will render assistance to local joint committees on procedural and substantive issues as necessary to fulfill the objectives of this Article and may participate in such meetings.

B. Work Rules

1. Proposed new rules or modifications of existing rules shall first be discussed with the Union representative before they are established.
2. Supervisors shall not work overtime where non-supervisory employees are available, except in the case of emergency, or the inability of the employee to work overtime or if the Employer is unable to contact employees.
3. An employee required to work outside of his specific job classification, more than eight (8) hours in one (1) work week, shall receive his rate or the rate for the job, whichever is greater.

ARTICLE XXI

WAGE INCREASE

- A. Effective the first full pay period in January 1986, all employees shall receive a per annum increase of Nine Hundred (\$900.00) Dollars, across the board.
- B. Effective the first full pay period in January 1987, all employees shall receive a per annum increase of Nine Hundred (\$900.00) Dollars, across the board.
- C. Part-time employees are entitled to a pro rata increase based upon the amounts stated in paragraphs A and B above.
- D. The increase in base pay noted in paragraph A above shall become effective for the purpose of overtime on August 1, 1986. It is agreed by the parties that there shall be no retroactive overtime pay.
- E. Effective January 1, 1987 the minimum hiring rate for employees covered by this Agreement shall be \$10,400.00 per annum.

ARTICLE XXII
LONGEVITY PAY

In addition to the foregoing, employees in the City's employment for the period of years indicated below shall receive longevity pay as provided by the Ordinance of the City of Paterson in the percentage amount of their annual base salary set forth below:

5 years	=	2%
10 years	=	4%
15 years	=	8%
20 years	=	10%
25 years	=	12%

ARTICLE XXIII

CLOTHING ALLOWANCE

Every employee, with the exception of white collar workers (clerical employees) shall receive a clothing allowance of \$300.00 per year in 1986, and \$350.00 per year in 1987, with 50% to be paid in January and 50% to be paid in July.

ARTICLE XIV

TERMINATION OR MODIFICATION OF THE AGREEMENT

This Agreement shall remain in full force and effect through December 31, 1986. Not less than 120 days prior to the City's budget submission date or 90 days prior to the expiration of this Agreement, whichever comes first, either party desiring termination or modification shall make known its desires in writing to the other party. If neither party shall give notice, this Agreement shall continue in full force and effect. If either party shall give such notice, then negotiations shall commence no later than 90 days prior to the expiration date.

IN WITNESS WHEREOF, the Union and the City have executed this Agreement this 24th day of October, 1986.

City of Paterson

By: [Signature]
Date: 10/24/86

ATTEST:

[Signature]
Date 10/24/86

Council 52, Local 2272,
American Federation of State,
County and Municipal Employees,
A.F.L.-C.I.O.

By: [Signature]
Date:

ATTEST:

[Signature]
Date: Aff Rep Council 52 Oct 24, 1986
AFSCME