

A G R E E M E N T

Between

CITY OF PATERSON

and

LOCAL 2272, AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

X Effective: July 1, 1980 - 6/30/82

LIBRARY
Institute of Management and
Labor Relations

SEP 22 1981

RUTGERS UNIVERSITY

TABLE OF CONTENTS

	Page
PREAMBLE	1
ARTICLE I DURATION OF AGREEMENT	1
ARTICLE II RECOGNITION	1
ARTICLE III BILL OF RIGHTS	2
ARTICLE IV GRIEVANCE PROCEDURE	2
ARTICLE V DISCHARGE AND DISCIPLINE	5
ARTICLE VI UNION SECURITY	6
ARTICLE VII DUES DEDUCTION	7
ARTICLE VIII NON-DISCRIMINATION CLAUSE	10
ARTICLE IX PERSONNEL FILES	10
ARTICLE X SENIORITY	11
ARTICLE XI TRANSFERS	15
ARTICLE XII HOURS OF WORK	16
ARTICLE XIII HOLIDAYS	18
ARTICLE XIV VACATIONS	19
ARTICLE XV SICK LEAVE	21
ARTICLE XVI PAID LEAVES OF ABSENCE	21
ARTICLE XVII UNPAID LEAVES OF ABSENCE	23
ARTICLE XVIII HIRING	24
ARTICLE XIX GENERAL PROVISIONS	24
ARTICLE XX LABOR MANAGEMENT COMMITTEES	26
ARTICLE XXI WAGES AND SALARIES	28
ARTICLE XXII TERMINATION OR MODIFICATION OF THE AGREEMENT	30

PREAMBLE

This Agreement, dated _____ is entered into by and between the City of Paterson referred to as the "City" and Local 2272, American Federation of State, County and Municipal Employees, AFL-CIO, referred to as the "Union", 1 Foye Place, Jersey City, New Jersey.

ARTICLE I

DURATION OF AGREEMENT

- A. This Agreement shall be effective from July 1, 1980 and shall remain in full force and effect until December 31, 1981
- 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 Relations 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 Sewers, Divisions of Streets, Division of Sanitation, Division of Public Property, and Division of Automotive Maintenance, Bus and Taxi Inspections, both permanent and temporary. Excluded: All employees of Division of Engineering and Operations, employees of the Police Department Motor Pool, and all supervisors as defined in the Act, police, professionals and managerial employees.

ARTICLE III
BILL OF RIGHTS

To insure that individual rights of employees are not violated, the following shall represent the Employees' 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 Articles IV, V, and VI.
- 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 any dispute between the parties arising out of the employees' employment or concerning the application or interpretation of this Agreement.
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 to 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 a 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 settle in Step 1, it shall be reduced to writing, presented and taken up by the Union Steward and/or other authorized representative along with the grievant, if he so desires, with the Supervisor or General 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 Commissi. 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.

DISCHARGE AND DISCIPLINE

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.

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.

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

ARTICLE VI
UNION SECURITY

1. 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.

2. 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.

3. Aid to Other Unions

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

4. Union Activities on Employer's Time and Premises

The Employer agrees that during working hours, on the Employer premises and without loss of pay, appropriate Union Representatives who are employees shall be allowed to:

- post Union notices;
- distribute Union literature;
- solicit Union membership during other employee's non-working time;
- transmit communications authorized by the Local Union or its officers to the Employer or his representative;
- consult with the Employer, his representative, Local Union Officers, or other Union representatives concerning the enforcement of any provision of this Agreement.

Such right shall not exceed reasonable time limits and shall not be abused.

5. Contract Negotiations

The Employer will give time off with no loss of pay to the six members of the Local Union Negotiating Team to participate in contract negotiations.

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

7. 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

1. 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. 52:14-15, 9e, Head of State Government, Department of Officers. Such notice shall be given to the head of the cities payroll department.
2. 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 attached as Exhibit A to this Agreement. 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.

3. The total of such deductions together with the list shall be remitted to the designated Financial Officer of Council 52, AFSCME, AFL-CIO, 1 Foye Place, Jersey City, New Jersey, 07306, monthly, by the 15th of the month following such deduction.
4. 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.

5. Effective August 1, 1980

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. For the purposes of this provision, Employees employed on a 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

1. 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.
2. All references to employees in this Agreement design both sexes and wherever the male gender is used it shall be deemed to include male and female employees.
3. 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 Employee representative against any employee because of Union membership because of any employee activity in an official capacity on behalf of the Union.
4. 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

1. Evaluations
 - a. Evaluations shall be made at least once every six months by the Employer for all employees.
 - b. Each employee shall be notified of his performance shall have the opportunity to review such evaluation with his or her supervisor. Subsequent reviews for correction of an employee's evaluation may be had with the supervisor. Duplicate copies of evaluations by supervisor will be given to the respective employee.

- c. Upon request in writing, an employee shall have access to his own personnel file during working hours.
- d. 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.
- e. The Employees reserve the right to grieve any material in the file, either in total or in part.

ARTICLE X

SENIORITY

1. Definition

- a. Unit-wide seniority is defined as the length of time an employee has been continuously employed in any capacity in the City of Paterson.
- b. Divisional Seniority shall be defined as the length of time an employee has worked continuously in a specific division within the Department.
- c. Classification Seniority shall be defined as the length of time an employee has worked continuously in a specific job title within the Department.

2. Application

- a. Unit-wide Seniority shall apply towards longevity payments, provisional promotions, temporary job openings whether promotional or lateral, and for the consolidation or elimination of jobs, and length of vacations.
- b. Divisional Seniority shall apply in the scheduling of vacations as herein provided.
- c. Classification Seniority shall apply in layoffs and recalls and permanent transfers and promotion.

3. Exception

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

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

5. Breaks in Continuous Service

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause and 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.

6. Posting

A. In order to keep employees within a department or organizational unit informed of positions in which they may be interested for the purposes 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 on all bulletin board for a period of not less than ten (10) calendar days and shall state the job classifications, 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 layoff, shall make a written request through the director for such positions.

B. 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 amongst 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) When making the selection from among the three (3) highest scores on the list, the Employer will make the selection in rank order of standing on the list within the department.
- (c) Should the Employer, upon the exhaustion of the established list and 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 6B.

C.

- (a) Provisional promotion and/or vacancies shall be filled from among those employees who apply and meet the requirement of the job, except that if there is more than one (1) employee qualified to do the job, then such position shall be filled by the employee with the greatest seniority.
- (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 sixty (60) days. 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.

- D. Temporary Job Openings. When a job opening occurs as a result of an employee being on vacation, illness or an authorized leave of absence then the Employer shall fill such job opening by promoting, assigning or re-assigning the employee with the greatest seniority qualified to do the work. Such temporary promotion shall be considered as training assignments to enable the employee to qualify for future permanent promotions. Such job openings shall be posted in accordance with Article X Section 6B.
- E. In-Title. Employees applying for a transfer or reassignment within a title shall be selected on the basis of seniority. Such job openings shall be posted in accordance with Article X Section 6B.
- F. Positions so filled in accordance with Article X Section 6B. 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.
7. Layoffs
- a. In the event the Employer plans to layoff employees for any reason, the Employer shall meet with the Union to review such anticipated layoff at least two (2) weeks prior to date such action is to be taken. ✓
- b. 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.
- c. 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.
- d. Employees to be laid off will be given notice in accordance with Civil Service Regulation.

- e. 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 when he bumps.

8. Recall

- a. 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

1. Employees shall not be involuntarily transferred to other divisions or areas without prior discussion with the Union.
2. 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, or the development of new facilities, shall be permitted to 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

1. Work Week

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

- a. Monday through Friday
- b. Tuesday through Saturday
- c. Wednesday through Sunday
- d. Saturday through Wednesday
- e. Sunday through Thursday

2. Work Day

The work day shall consist of:

- a. Eight (8) hours a day,
- b. Seven (7) hours a day or
- c. Six and one half (6½) hours a day

3. Work Schedule

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

4. Employees currently working 32½ hour work week shall effective July 1, 1980 work a 35 hour work week.

4. Rest Periods

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

5. Reporting time

- a. 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.
- b. If the employee works any part of four (4) hours and is excused from duty, then he shall be paid for the entire day.

6. Call Time

- a. 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 (1½).
- b. 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.

7. Overtime

- a. Employees covered by this Agreement shall be paid at the rate of time and one half (1½) for all hours worked in excess of either their regularly scheduled work week, or their regularly scheduled work day, except as provided in b. and c.
- b. 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.
- c. An employee required to work on any legal holiday, for which he would ordinarily be off, shall be paid at the rate of two times his hourly rate for all hours worked in addition to his holiday pay.

d. Assignment of Overtime

The option to work overtime shall be given on a rotating basis in order of seniority amongst 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.

8. 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 time and one half (1½) for all hours worked, less the standby time of two (2) hours.

9. 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

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

ARTICLE XIII

HOLIDAYS

1. The following days shall be recognized and observed as paid holidays.

New Years Day	Election Day
Lincoln's Birthday	Labor Day
Washington's Birthday	Columbus Day
Memorial Day	Veterans Day
Good Friday	Thanksgiving Day
The Fourth of July	Christmas Day
Martin Luther King's Birthday	

- a. 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.
- b. If an employee is regularly scheduled to work on any of the above holidays, he shall be entitled to time and one half (1½) in addition to his regular holiday pay.

ARTICLE XIV

VACATIONS

1. All employees in the bargaining unit shall be entitled to paid vacations in accordance with the following schedule:
 - a. From date of hire to one (1) year:
one (1) working day vacation per month.
 - b. Employees with one (1) year but less than five (5) years:
twelve (12) working days vacation per year.
 - c. For employees with five (5) years but less than ten (10) years:
fifteen (15) working days vacation per year.
 - d. For employees with ten (10) years but less than fifteen (15):
twenty (20) working days vacation per year.
 - e. For employees with fifteen (15) years but less than twenty (20):
twenty-five (25) working days vacation per year.
 - f. For employees with twenty (20) years or more:
thirty (30) working days vacation per year.
2. Earned vacation leave shall be taken annually, any time between January 1 and December 31, upon notification by an employee at least two weeks prior to the start of said vacation.
 - a. 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.
 - b. If a holiday occurs during the calendar week in which an employee is on vacation, his vacation shall be extended by one day, or he shall be given an additional day's pay or another day off.
 - c. 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.

- d. Employees shall receive full vacation pay on the payday immediately prior to start of said vacation.
- e. 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 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.
- f. 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.
- g. 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.
- h. Employees unable to use their full accrued vacation because 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

1. Employees shall be eligible for paid sick leave after thirty (30) days service with the Employer, retroactive to their date of hire.
2. Sick leave shall be earned at the rate of one and one quarter (1 $\frac{1}{4}$) days for each calendar month of service, not to exceed fifteen (15) working days per year.
3. 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.
4. 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.
5. Sick leave with pay which is in excess of a sick leave accumulated or which is advanced to an 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

1. Funeral Leave
In the event of a death of the employee's father, mother, sister, brother, spouse, child, mother-in-law, father-in-law, 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 shall be unreasonably withheld.

2. 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 (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 off, not to exceed five (5) days per year, may be granted upon request to the Director of the Department of Public Works.

3. Union Leave

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

4. Civil Service Examinations

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

5. Workmen's Compensation

- a. The Employer shall provide Workmen's Compensation in accordance with the laws of the State of New Jersey for all employees covered by this Agreement.
- b. Employees who are unable to perform their duties because of injuries received in the service of the Employer who receive Workmen'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.

- c. 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.
6. Military Leave
An employee who is a member of the Reserve Force of the United State or of this State and who is ordered to attend a training program or is called to duty, shall be granted a leave of absence with no loss of time or pay, not to exceed thirty (30) days.

ARTICLE XVII

UNPAID LEAVES OF ABSENCE

1. Military Leave
Military leave to be granted as provided by federal law.
2. 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.
3. 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.
4. 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.

5. 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.

6. 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 XVIIIHIRING

1. The Employer shall not utilize federal programs such as C.E.T.A. or E.E.A., to fill jobs or replace employees on the regular payroll, subject to Civil Service Laws and/or the Rules and Regulations of E.E.T.A. or E.E.A.

ARTICLE XIXGENERAL PROVISIONS1. Protective Clothing, Safety Equipment and Tools

- a. The Employer shall provide all tools necessary to perform the tasks assigned. No employee will be required to use his own tools.
- b. The Employer agrees to furnish the employees with raingear, boots, gloves and hardhats. Coveralls shall be provided for mechanics and painters.
- c. 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.

d. Mechanical Brooms

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

2. Joint Safety Committee

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:

- a. Make immediate and detailed investigations of each accident.
- b. Develop data to indicate accident sources and injury rates.
- c. 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.
- d. Promote safety for workers and participate in making the safety program known to all workers.
- e. Conduct meetings during working hours without loss of pay for this purpose.
- f. 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.
- g. No employee shall be required to perform work that endangers his or another employee's health or safety or work under conditions which are in violation of any Local, State or Federal Safety laws.

3. Hospitalization

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

4. 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.

5. Dental

The employer will provide at no cost to the employee, the same dental coverage now in effect, for the employee only. The employee may, through payroll deductions, cover his family.

- b. The City reserves the right to change Carriers if the benefits are not reduced.

6. Drug - Prescription

a. Effective September 1, 1978, the Employer will provide at no expense to the employee, the drug-prescription plan for the employee only that is currently being provided to certain employees of the City of Paterson. The employee may through payroll deductions cover his family.

b. The City reserves the right to change Carriers if the benefits are not reduced.

Effective January 1, 1981 the City shall pay the cost for a family plan for those employees who have eligible dependents and families.

7. The City reserves the right to self insure and/or change carriers regarding health benefit plans so long as benefits are not reduced through such change.

ARTICLE XX

LABOR MANAGEMENT COMMITTEES

1. Labor-Management Committees

a. 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 arrangements.

- b. 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.
 - c. 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.
 - d. 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.
 - e. Staff representatives of Council 52 will render assistance to local joint committees in procedural and substantive issues as necessary to fulfill the objectives of this Article and may participate in such meetings.
2. Work Rules
- a. Proposed new rules or modifications of existing rules shall first be discussed with the Union representative before they are established.
 - b. 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 the Employer is unable to contact employees.

3. In addition to the foregoing, employees in the City's employment for a 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	6%
20 years	8%
25 years	10%

4. Clothing Allowance

- A. Every employee shall receive a clothing allowance of \$130 per year to be paid \$65 July 1980, \$65 January 1981, \$65 July 1981, \$65 January, 1982.
- B. White Collar Worker (clericals) shall during the term of this agreement, cease to receive any clothing allowance.
- C. Employees hired subsequent to July 1, 1980, will receive the clothing allowance January 1, 1981, employees hired subsequent to Jan. 1981 will receive clothing allowance July 1981, employees hired subsequent to July 1, 1981 shall receive clothing allowance Jan. 1982, employees hired subsequent Jan. 1, 1982 shall not receive a clothing allowance during the term of disagreement.

ARTICLE XXII
TERMINATION OR MODIFICATION
OF THE AGREEMENT

This Agreement shall remain in full force and effect through June 30, 1982. 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 Employer have executed this Agreement this 24th day of October 1980

CITY OF PATERSON

By: *Jay Wright*

Attest:

** Robert C. ...*

COUNCIL 52, LOCAL 2272, AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

By: _____

Director

Attest:

Lynne Jacoby

