

AGREEMENT

BETWEEN

THE CITY OF PATERSON  
PASSAIC COUNTY, NEW JERSEY

AND

AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES  
A.F.S.C.M.E. AFL-CIO, LOCAL 3474  
(DPW SUPERVISORS)  
(DPW BLUE - SUPERVISORS)

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JULY 1, 2019 - DECEMBER 31, 2022

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**O'TOOLE SCRIVO, LLC**  
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TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE I - RECOGNITION.....	2
ARTICLE II - GREIVANCE PROCEDURES.....	3
ARTICLE III - LONGEVITY.....	9
ARTICLE IV - HOLIDAYS.....	10
ARTICLE V - SICK LEAVE.....	11
ARTICLE VI - VACATION.....	13
ARTICLE VII - PAID LEAVES OF ABSENCE.....	15
ARTICLE VIII - UNPAID LEAVE.....	20
ARTICLE IX - HEALTH BENEFITS.....	21
ARTICLE X - DUES DEDUCTION.....	26
ARTICLE XI - PREMIUM PAY.....	28
ARTICLE XII - GENERAL PROVISIONS.....	32
ARTICLE XIII - ACCUMULATED SICK LEAVE PAYMENT.....	37
ARTICLE XIV - WAGES.....	39
ARTICLE XV - CLOTHING ALLOWANCE.....	43
ARTICLE XVI - HOURS OF WORK.....	44
ARTICLE XVII - MANAGEMENT RIGHTS.....	45
ARTICLE XVIII - LABOR MANAGEMENT COMMITTEES.....	47
ARTICLE XIX - SAVINGS CLAUSE.....	49
ARTICLE XX - DURATION OF AGREEMENT.....	50
ARTICLE XXI - COMPLETENESS OF AGREEMENT.....	51

PREAMBLE

This Agreement entered into this 13th day of April 20223 by and between the City of Paterson, in the County of Passaic, New Jersey, a municipal corporation of the State of New Jersey, (hereinafter the "City"), and Council 63, Local 3474, American Federation of State, County and Municipal Employees, AFL-CIO (DPW Supervisors) (hereinafter the "Union"), represents the complete and full understanding on all bargainable issues between the City and the Union.

ARTICLE I

RECOGNITION

In accordance with the certification of the New Jersey Public Employment Relations Commission, the City recognizes AFSCME New Jersey Council 63, Local 3474, as the exclusive bargaining agent for: the supervisory employees of the Department of Public Works; the supervisory employee(s) of the Animal Control Division (Public Safety Department); the supervisory Housing Inspectors (Departments of Community Development and Economic Development); the supervisory Transportation Inspector (Public Safety Department); and the supervisory Mechanic in motor pool (Public Safety Department). Excluded are all non-supervisory employees, and all managerial executives, professional, confidential employees, and supervising laborers, as defined in the Act.

ARTICLE II

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to problems arising that affect the terms and conditions of employment.

B. A grievance is a claim by an employee or the Union based upon the interpretation, application or violation of this Agreement and includes minor discipline as noted in Step Three below.

C. The term "aggrieved" shall be taken to include all those employees covered by this Agreement.

D. If a grievance affects a group of employees, the Union may process and institute such grievance at Step Three, provided it is initiated and signed by at least one employee.

E. The term "days" when used in this Article shall, except where otherwise indicated, exclude Saturdays, Sundays, and Holidays.

F. The parties shall attempt to hold grievance meetings during normal business hours and on the City's premises. However, all grievance meetings with the City shall be without loss pay.

G. The Union President and AFSCME Council 63 shall be notified of all proposed disciplinary actions. The Union shall have the right to submit a grievance concerning a minor

suspension as well as major discipline involving provisional bargaining unit members directly to Step Three, and shall be handled in accordance with this procedure, including arbitration. All bargaining unit members with permanent Civil Service status subject to major discipline shall be required to challenge said discipline through Civil Service rules and regulations and shall be precluded from using the Grievance Procedure to resolve the discipline. All bargaining unit members with permanent Civil Service status subject to minor discipline shall have the right to appeal such discipline through the Grievance Procedure up to and including arbitration.

H. The Union reserves the right to have non-employee Union representatives at all steps of the Grievance Procedure.

I. Procedure:

STEP ONE: The Union Steward or other authorized representative, with the employee, shall take up the grievance or dispute with the employee's immediate supervisor within twenty-one (21) days of its occurrence. The written grievance at this Step shall contain the relevant facts, the applicable Section of the Agreement allegedly violated, and the remedy requested by the grievant. The supervisor shall then attempt to adjust the matter and shall give his/her answer to the Steward within five (5)

workdays. Failure to initiate the grievance within the time limit specified above shall constitute an abandonment of the grievance, and the grievance shall, thereafter, be forever barred.

STEP TWO: If the grievance has not been settled in Step One, it will be reduced to writing and presented to the Department Head, or his/her designee, within ten (10) work days following receipt of the determination from Step One. Thereafter, the Union and the Department Head, or his/her designee, shall meet at a mutually agreed upon time to discuss the grievance. The Department Head, or his/her designee, in consultation with the Division Head and immediate supervisor, shall render an answer, in writing, within five (5) workdays after its presentation at Step Two.

STEP THREE: If the grievance is still unresolved, it shall, within ten (10) workdays from receipt of the answer in Step Two, be submitted to the Business Administrator or his/her designee, who shall schedule a meeting within ten (10) work days with the Union and the grievant. The Business Administrator or his/her designee shall forward his/her answer in writing to the Union President and the grievant within five (5) workdays thereafter.

STEP FOUR: If the grievance is still unsettled, the Union may, within thirty (30) days following the answer in Step Three, request arbitration.

1. The arbitrator shall be selected in accordance with the rules and regulations of the Public Employment Relations Commission.

2. The arbitrator shall conduct a hearing and shall render his/her decision in writing with findings of fact and conclusions of law. The decision of the arbitrator shall be final and binding upon parties subject to the rights of the parties under law.

3. The arbitrator shall not add to, subtract from, modify or amend in any way this Agreement.

4. Only one (1) issue or grievance may be submitted to an arbitrator unless the parties agree otherwise.

5. The cost of the arbitrator will be borne equally by the Union and the City and all other expenses incurred by either side, including the presentation of witnesses, will be borne by the side incurring same. However, upon timely request, the City will make available for an arbitration hearing, employees of the City who the Union requested as witnesses on its behalf. The City shall make such employees available with the least disruption to the work of the City, and such individuals shall suffer no loss of their regular straight time rate of pay during their regular working hours for such appearance.



J. 1. Failure to process the grievance at any step within the time limits specified for that step will constitute an abandonment of the grievance, and that grievance shall, thereafter, be forever barred.

2. Failure by the City at any step of this procedure to communicate to the aggrieved employee and the Union the decision on a grievance within the specified time limits shall be deemed a negative response, and shall permit the Union to proceed to the next step of the grievance procedure.

3. Any of the time limits specified above may be extended by mutual agreement.

K. Miscellaneous:

1. Any employee shall have the right to present his grievance with assured freedom from restraint, interference, coercion discrimination or reprisal.

2. The 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.

3. 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.

4. Grievance Committee members may have a reasonable amount of time to investigate and process grievances during working hours, without loss of pay, upon notification and approval by the Director, or designee, which approval shall not be unreasonably denied.

5. The concept of progressive discipline shall be kept in mind in all disciplinary matters.

ARTICLE III

LONGEVITY

A. All eligible employees shall receive longevity in accordance with the following schedule, effective the next complete payroll period following their anniversary date:

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE</u>
Upon completion of five yrs. of service	2
Upon completion of ten yrs. of service	4
Upon completion of fifteen yrs. of service	8
Upon completion of twenty yrs. of service	10
Upon completion of twenty-five yrs. of service	12

B. The longevity percentage shall be computed on the employee's actual yearly base salary.

C. Effective as of January 1, 1994, all new employees hired will not receive longevity.

ARTICLE IV

HOLIDAYS

A. Recognized Holidays:

The following days shall be recognized and observed as paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Election Day
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Eve
Independence Day	Christmas Day
Labor Day	

ARTICLE V

SICK LEAVE

A. Sick leave. Full-time employees shall receive a sick leave credit of no less than one (1) working day for each completed month of service during the remainder of the first calendar year of service and fifteen (15) working days in every year thereafter. The fifteen (15) working days shall be credited to the employees leave banks on January 1<sup>st</sup>. However, if the employee is separated from the City and has used more leave time than actually accrued, the City shall have the right to reimbursement for this time from any funds owed to the employee by the City (e.g. two week hold back pay). Should the time used by the employee exceed the funds owed by the City to the employee, the employee shall be responsible for paying the remaining funds owed.

B. Entitlement. Employees shall be entitled to utilize accumulated sick leave for the following reasons:

1. Personal injury or illness;
2. Where exposure to contagious diseases endanger the health of other employees;
3. Where a member of the employee's immediate family is critically ill or disabled;
4. For medical or dental examination or treatment for which arrangements cannot be made; or outside of working hours.

C. A doctor's note shall be required after five (5) consecutive days of sick leave or whenever it appears reasonable to the City to request a doctor's certification.

ARTICLE VI

VACATION

A. Allowance:

1. All full time employees shall be eligible to utilize accrued sick leave after thirty (30) days of service with the City. All bargaining unit employees shall receive their full allotment of annual vacation days commensurate with the years of service credited to each employee for use on the first day of the calendar year. Employees shall not be paid for vacations days taken after they have exhausted their accrued vacation time in a given year. Also, when an employee separates from employment with the City and has utilized more vacation days than earned as of the date of severance, the City may withhold the difference of used vacation days and the earned vacation days from said employee's last paycheck(s).

2. Work requirements, balanced with the considerate treatment of employees, are the determining factors with respect to the granting of vacation leave. It is the policy of the Department to try to make it possible for employees to take a vacation each year.

B. Accumulation:

1. All full time employees hired before January 18, 2017 accrue vacation days as follows:

Less than five yrs. service	(1) day/month
Five yrs. + (1) day to ten yrs. of service	(15) days/year
Ten yrs. + (1) day to (15) yrs.	(20) days/year
Fifteen yrs. + (1) day to 20 yrs.	(25) days/year
Twenty yrs. + (1) day and beyond	(30) days/year

2. All full time employees hired on or after January 18, 2017 accrue vacation days as follows:

Less than five yrs. service	(1) day/month
Five yrs. + (1) day to (11) yrs. of service	(15) days/year
Eleven yrs. + (1) day to (16) yrs.	(20) days/year
Sixteen yrs. + (1) day to (21) yrs.	(25) days/year
Twenty-one yrs. + (1) day and beyond	(30) days/year

3. Up to one (1) year of unused vacation days may be carried from year to the next without permission of the Director of the Department of Public Works.

4. Employees may only use vacation days they have accrued unless the Director gives his/her approval.



ARTICLE VII

PAID LEAVES OF ABSENCE

A. Funeral Leave:

1. Four (4) days shall be given to any employee in case of death of immediate family, defined as: spouse, civil union partner, mother, father, son, daughter, sister, brother, grandparents, grandchildren, mother-in-law, or father-in-law.

2. One (1) day shall be given to any employee in case of death of brother-in-law, sister-in-law, aunt, uncle, niece, or nephew.

B. Personal Leave:

An employee required by subpoena to attend a court suit to which he/she is 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 a personal nature, payment for such time off, not to exceed five (5) days per year, may be granted with approval of the Director.

C. Jury Duty:

Employees required to report for jury duty shall be granted a leave of absence with pay, and shall not be required to turn over to the City the monies they received as jurors.

D. Worker's Compensation:

1. a. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay or a period of up to 1 year. In the event an employee is granted said injury leave, the City's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability, or other payments received from other sources provided by the City. At the City's option, the employee shall either surrender and deliver his entire salary payments, or the City shall pay the difference.

b. If an employee returns to work from injury leave for less than 1 year, he may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than 1 year.

c. When an employee returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to 1 year if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.

2. When an employee requests injury leave, he or she shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is initially made by the City's Worker's Compensation carrier, with the final determination, if necessary, to be made by the Worker's Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off charged against his or her accumulated sick time and, if necessary, against any other accumulated leave time. If the employee does not have enough accumulated time off, he or she shall be advanced sick time to cover the absence. If the employee leaves the employ of the City prior to reimbursing the City for such advanced time, the employee shall be required to reimburse the City for such advanced time.

3. Any employee who is injured, whether slight or severe, while working, must make an immediate report within two (2) hours thereof to the City Administrator.

4. It is understood that the employee must file an injury report with the City Administrator so that the City may file the appropriate Worker's Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

5. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the City may reasonably require the employee to present such certificate from time to time.

6. If the City does not accept the certificate of the physician designated by the insurance carrier, the City shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the City.

7. In the event the City appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee disputes the determination of the City appointed physician. Then the City and the employee shall mutually agree upon a third physician who shall examine the employee. The cost of the third physician shall be borne equally by the City and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the

employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

8. If the City can prove that an employee has abused his privileges under this Article, the employee will be subject to disciplinary action by the City.

ARTICLE VIII

UNPAID LEAVE

A. All full time employees may be granted unpaid leave of absence up to six (6) months, in accordance with New Jersey Civil Service Rules and Regulations, and with the approval of the Director of the Department of Public Works.

ARTICLE IX

HEALTH BENEFITS

A. 1. The Employer agrees to provide coverage under the State Health Benefits Plan for all employees and their dependents as defined under the respective policies of insurance. The Employer agrees to provide major medical, dental, vision, and prescription drug insurance to all employees and their dependents. For the duration of this Agreement, each employee shall make the required contribution to this plan at the Tier 4 level under P.L. 2011, Chapter 78. Employees shall become eligible for all health benefits enumerated above upon the completion of sixty (60) calendar days.

2. The contribution shall apply to employees for whom the employer has assumed a health care benefits payment obligation to require that such employees pay at a minimum the amount of contribution specified in this section for health care benefits coverage. The parties agree that should an employee voluntarily waive all coverage under the State Health Benefits Plan and provide certification to the City that he/she has other health insurance coverage; the City will waive the contribution for that employee. An employee on leave without pay who receives benefits under the State Health Benefits Plan shall be required to pay the requisite contribution, and shall be billed by the employer for these

contributions. Healthcare benefits coverage will cease if the employee fails to make timely payments.

3. The City reserves the right to self-insure or change insurance companies in providing health benefits agreed to hereunder as long as the benefits set forth in this Agreement, and presently in effect, are in the aggregate substantially equivalent. The Union will be notified by the City in advance regarding such changes.

B. Optical Plan:

The City shall continue to provide, to employees only, coverage under the Optical Plan in effect since December 31, 1983. Effective retroactive to July 1, 2003, the optical plan shall be increased to provide \$50.00 for eye examinations and \$50.00 for frames/lenses. Bargaining unit employees shall be entitled to this benefit every other year, as in the current plan.

C. Retiree Health Benefits:

The City shall provide post-retirement health benefits to full time employees and their dependents in accordance with the provisions of the New Jersey State Health Benefits Plan. The employees shall make such contribution to this plan at the Tier 4 level under P.L. 2011, Chapter 78, except for retirees that were exempted from contributions pursuant to applicable law. Said benefits shall be provided:



1. To all current employees who retire with 25 years or more of service credit with the City and who have reached 55 years of age;

a. Current employees as of December 31, 2020 who will have 25 years in the New Jersey pension plan and at least 5 years of service with the City will be grandfathered such that they are eligible for health benefits at age 55 as if they had 25 years of service with the City; and

b. Upon the death of these employees that retire with 25 years or more of service credit with the City, the surviving spouse and dependent children under the age of twenty-six (26) shall be entitled to continued coverage under the New Jersey State Health Benefits Plan with the City continuing to pay its same share of premiums and the surviving spouse and dependent children under the age of twenty-six (26) contributing to insurance premiums as required by law. The coverage shall cease if: (1) the spouse dies; (2) the spouse remarries; or (3) the spouse reaches the age of 65.

2. New hires after December 31, 2020 who retire with 30 years or more of service credit with the City and who have reached Medicare eligibility age; and

3. To employees who retire on Social Security Disability for a period of two (2) years from the date their Social Security Disability retirement commences, until they are eligible for Medicare. The City will pay Medicare Part B payments for these employees when they become eligible for Medicare; and

4. To all employees who retire on or after age 62 with fifteen (15) or more years of service with the City and were hired prior to July 1, 2005; and

5. To all current employees as of December 31, 2020 on or after age 65 with fifteen (15) or more years of service with the City and were hired after July 1, 2005.

The City reserves the right to self-insure or change insurance companies in providing health benefits agreed to hereunder as long as the benefits set forth in this Agreement, and presently in effect, are in the aggregate substantially equivalent. The Union will be notified by the City in advance regarding such changes.

D. Hospital and Medical - Spouses and Eligible Dependents of Deceased Employees:

For employees hired prior to December 31, 2020, the City shall pay the cost of medical and hospital insurance under the New Jersey for the surviving spouses and eligible dependents of deceased employees who die while employed by the City. Surviving spouses and eligible dependents of deceased employees shall contribute to insurance premiums as required by law. This coverage shall cease if: (1) the spouse dies; (2) the spouse remarries; (3) the spouse reaches the age of 65; or (4) the spouse's employer offers insurance coverage.

E. The parties agree that if the State's new healthcare plans for State employees represented by AFSCME and the Communication Workers of America become available to municipalities participating in the New Jersey State Health Benefits Plan, that they will meet to discuss and negotiate possible use of these plan options.

F. When employee contributions are negotiated for successor agreements, the starting point for the parties' proposals to increase, decrease, or otherwise modify the contributions will be the present level of contributions, except where negotiations in section (E) occurs over newly available plans under the New Jersey State Health Benefits Plan.

ARTICLE X

DUES DEDUCTION

A. Dues Deduction:

The employees represented in this bargaining unit may not request payroll deductions or the payment deductions or the payment of dues to any labor organizations other than the duly certificated majority representative pursuant to N.J.S.A. 52:14-15.9e. The City shall withhold dues from each Union members' pay in an amount authorized by the Union. The amounts to be deducted shall be certified to the City by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the AFSCME Council 63 Financial Officer monthly. Dues shall not be withheld from employees who are not members of the Union. Any new employee who becomes a member of the Union will have a dues deduction card sent to the City by the Union.

B. P.E.O.P.L.E.

1. The City agrees to deduct from the wages of all bargaining until members a deduction for the Public Employees Organizing for Political and Legislative Equality ("P.E.O.P.L.E") as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the City and the Union. The City agrees to remit any deductions made pursuant to this provision promptly to the Union, together with an itemized statement showing the names of each employee from whose pay such deduction had been made, and the amount deducted during the period covered by the remittance.

2. The union agrees to indemnify and save the city forms of liability that rise out of, or by reason of action taken by the City, in reliance upon dues deduction and/or P.E.O.P.L.E authorization information furnished by the Union or its representatives or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union advising of any changes in such deductions.

ARTICLE XI

PREMIUM PAY

A. Overtime:

1. All non-exempt employees who are required to work in excess of forty (40) hours in one week shall be compensated at time and one-half of his/her regular rate of pay for all hours worked in excess of forty (40) hours. The compensation shall be in the form of cash or compensatory time at the employee's discretion.

2. Non-exempt employees who are normally scheduled to work thirty-five (35) hours per week will receive straight time pay for the hours from thirty-five (35) through forty (40) and time and one-half (1.5) the regular straight time pay for all hours worked in excess of forty (40) hours per week. The compensation paid in excess of forty (40) hours shall be in the form of cash or compensatory time at the employee's discretion.

3. Employees required to work on a legal holiday they normally would be off, shall be paid at the rate of time and double time for hours worked in addition to the holiday pay.

4. All overtime will be distributed evenly on a rotating basis.

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

Bereavement Days	Personal Days
Holidays	Sick Days
Jury Duty	Vacation Days
Compensatory Time Days	

B. Call Back:

1. Employees called back for emergency duty, shall be compensated at time and one-half (1 ½) for the hours worked, but not less than a minimum of three (3) hours. Employees after the first call back on shall be paid time and one half (1 ½) for the hours actually worked. If the second call back is outside of the three (3) hour minimum, a new three (3) hour minimum shall apply. This section concerns work outside of their regular shift, as well as the provisions contained in Section 3 -Standby Time.

2. One (1) supervisor shall be called back whenever four (4) or more employees are called back. The supervisor shall be responsible for the actions of all employees called back under his/her supervisor, unless the circumstances are such that the supervisor is not called in.

C. Standby Time:

1. An employee who is requested to be available for call, and thereby placed on standby upon the City's request, shall receive two (2) hours at his/her straight time rate and shall, if called in, be paid time and one-half ( $1\frac{1}{2}$ ) for all hours worked, less the standby time of two (2) hours. However, the employee will not receive any of the aforementioned pay if they are called into work and fail to report to work.

2. The City shall, where possible, rotate qualified employees on "standby" within the job classification.

D. Differential:

Employees assigned to the second shift are to receive three percent (3%) differential.

E. State of Emergency Pay:

1. Any employee who is ordered to stay and work during a State of Emergency declared by the Governor of New Jersey or Mayor of Paterson related to a snow or inclement weather event and other employees (that are not members of this bargaining unit) are sent home or allowed/ordered to stay at home with no loss of pay (not telecommuting employees), the employee shall receive their full days' pay and, in addition thereto, pay at the rate of one and one-half (1.5) times their regular base rate for all the additional hours worked after the declaration of the State of Emergency and the end of the employee's regular shift.



2. Any employee who is ordered into work during a State of Emergency declared by the Governor of New Jersey or Mayor of Paterson related to a snow or inclement weather event and other employees (that are not members of this bargaining unit) are sent home or allowed/ordered to stay at home with no loss of pay (not telecommuting employees), the employee shall be paid at a rate of one and one-half (1.5) times their regular base rate of pay for all hours worked.

3. This section shall not apply to regularly scheduled work performed after the response to the snow or inclement weather event has ceased (i.e. the DPW has returned to regular operations), but a State of Emergency has not been rescinded by the Governor of New Jersey or Mayor of Paterson in order to ensure the procurement and dissemination of response resources.

ARTICLE XII

GENERAL PROVISIONS

A. Rest Periods:

All employees shall be entitled to two (2) ten minute rest periods for each full day worked. Smoking breaks are included in the definition of "rest". Smoking breaks are **not** in addition to the rest periods provided herein. Abuse of this provision will lead of disciplinary action.

B. Protective Clothing, Safety Equipment and Tools:

1. The City shall provide all tools necessary to perform the tasks assigned.

2. The City agrees to furnish the employee with rain gear, boots, gloves and hard hats.

3. All protective clothing and equipment must be utilized at all appropriate times or the employee will be subject to immediate suspension and further disciplinary action.

C. Evaluation:

Evaluations shall be made at least once every six (6) months by the City for the employees in the bargaining unit.

D. Job Description:

The City shall maintain job descriptions which include duties required, for each classification in the unit.

E. Job Posting:

1. Notice of all job vacancies and new positions shall be posted on the bulletin board for ten (10) work days. Notice of all job vacancies and new position shall be provided to the Union.

2. Employees interested shall make a written request to the Director of the Department of Public Works setting forth their qualifications.

F. Out-of-Title Assignment:

Effective upon the signing of this Agreement, any supervisor assigned temporarily to perform the duties of a higher job title upon approval of the Director of Public Works will, for the first twenty (20) working days of said assignment per calendar year, be compensated either \$1,500 pro-rated on a daily basis, or twenty per cent (20.0%) of the difference between his/her salary and that of the higher job title, whichever is greater. After the twenty (20) working days, the employee in the temporary assignment will be paid the higher rate of pay.

G. Seniority:

1. Seniority shall be in accordance with Civil Service Rules and Regulations.

2. 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, such employee shall receive credit for the previous service. However, the time spent of leave (with or without pay) or through resignation, discharge or other cause, shall not count as service time.

H. Injured or Incapacitated Employees:

Employees who become incapacitated and unable to perform their usual duties, may be assigned a job they are able to perform. The decision to so assign rests solely within the discretion of the Director and the decision is not grievable.

I. Involuntary Transfer:

The involuntary transfer of an employee may be discussed with the Director of the Department of Public works by the President of the Association or his/her designee prior to said transfer.

J. Engineering Personnel:

Employees of the Division of Engineering authorized to use their own automobile shall receive the sum of \$125.00 per month as an automobile allowance. The sum of \$6.25 per day shall be deducted from the monthly allowance for each day the employee is not at work; i.e.; sick leave, vacation leave, personal days, funeral leave, leave without pay, etc.

K. Promotion/Advancement Rate-of-Pay:

Upon Promotion of an employee, a minimum increase of \$1,500.00 will be given. This increase shall only be paid when the employee receives a promotion that does not come with a corresponding increase of at least \$1,500.00 in the base salary. Upon advancement from a non-supervisory to a supervisory position only, a minimum increase of \$2,500.00 will be given. This increase shall only be paid when the employee receives a promotion that does not come with a corresponding increase of at least \$2,500.00 in the base salary. It shall be at the City's sole discretion to grant an increase in excess of the minimum increase.

L. Whenever the temperature exceeds eighty degrees, employee's shall have the option of wearing shorts.

M. Non-Discrimination:

The City and the Union agree there shall not be any discrimination, including harassment, based on race, creed, color, religion, national origin, nationality, ancestry, age, sex, familial status, marital status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, refusal to submit to a genetic test or make available the results of a genetic test, veteran status, liability for military service, and mental or physical disability, including perceived disability and AIDS and

HIV status, political affiliation, or any other legally protected status.

N. Surrender of City Property:

The City will make reasonable efforts to have the union president or her/his designee present when a bargaining unit member is required to surrender City property. The parties agree that instances may arise where it is not feasible or not possible to have the union president or her/his designee present when a bargaining unit member is required to surrender City property. An itemized list of all property returned shall be prepared and signed by both the employee and a City representative.

O. Workplace Democracy Enhancement Act:

The parties agree to comply with the requirements of the Workplace Democracy Enhancement Act, N.J.S.A. 34:13A-5.11 et seq.

ARTICLE XIII

ACCUMULATED SICK LEAVE PAYMENT

A. Full-time employees on the payroll as of the signing of this Agreement shall receive payment for unused sick leave as follows:

1. Full-time employees who retire after twenty (20) years of service shall receive compensation for unused accumulated sick leave at the rate of the employee's daily rate of pay, based upon average base pay received during the last full year of his/her active employment prior to the effective date of said retirement.

2. There shall be a maximum payout for unused accumulated sick leave of \$15,000.00 per employee.

3. Employees may request a lump sum payment for their unused accumulated sick leave when they receive notice of their retirement approval, payable as soon as possible after the effective date of their retirement.

4. Employees shall notify the City no later than December 1<sup>st</sup> that he/she plans to retire. Failure to so notify the City may cause a delay in the retirement payment due.

5. Employees hired before May 21, 2010 who retire after twenty-five (25) years of service shall receive up to an additional eighty (80) days' pay over and above the \$15,000.00 maximum if the employee has accrued the proper number of days. Employees hired on or after May 21, 2010 shall not be eligible for payment in excess of \$15,000.00 unless permitted by law.



ARTICLE XIV

WAGES

A. 1. Effective retroactive to July 1, 2019, there shall be an across-the-board wage increase of 2.0% for each employee, with the following exception: (a) Employees with a base salary of \$30,000 or less will receive a \$1,000 increase instead of the 2.0%. The minimum salary shall be increased to \$31,000.

2. Effective retroactive to July 1, 2020, there shall be an across-the-board wage increase of 2.0% for each employee, with the following exception: (a) Employees with a base salary of \$31,000 or less will receive a \$1,000 increase instead of the 2.0%. The minimum salary shall be increased to \$32,000.

3. Effective retroactive to January 1, 2021, there shall be an across-the-board wage increase of 2.0% for each employee, with the following exception: (a) Employees with a base salary of \$32,000 or less will receive a \$1,000 increase instead of the 2.0%. The minimum salary shall be increased to \$33,000.

4. Effective retroactive to January 1, 2022, there shall be an across- the-board wage increase of 2.0% for each employee, with the following exception: (a) Employees with a base salary of \$33,000 or less will receive a \$1,000 increase instead of the 2.0%. The minimum salary shall be increased to \$34,000.

5. The retroactive increases will also apply to any overtime, longevity and shift differential for those years.

6. In order to be eligible for the retroactive pay increases, a bargaining unit member must be: in employment status with the City; or, between July 1, 2019 and the signing of the parties' Memorandum of Agreement, have retired, deceased, been laid off, or resigned in good standing (not in connection with any disciplinary charges).

7. A bargaining unit member eligible pursuant to paragraph 6 above who leaves City employment before all retroactive increase payments referenced hereinabove are made to him/her shall be paid any outstanding retroactive monies due to him/her.

8. Employees Possessing a CDL License:

a. Any employee who is required by the Department of Public Works to drive a vehicle that requires a CDL license will be compensated with no less than \$1,500.00 added to the employee's base salary. Effective January 1, 2022, all employees currently receiving the \$1,500.00 CDL compensation will receive a \$3,500.00 increase to the CDL compensation to \$5,000.00. Effective January 1, 2022, the City will utilize Civil Service procedures and the Posting provisions of Article XII.E. of this Agreement for current or new employees to receive the \$5,000.00 CDL compensation.

b. For purposes of calculating their increased salaries each year pursuant to sections (A) (1) to A(4) hereinabove, employees receiving CDL compensation pursuant to this article will receive the greater of (i) and (ii) below:

i. Their base salary inclusive of their \$1,500/\$5,000 CDL compensation plus a 2% increase; and

ii. a) The applicable aforementioned base salary increase in sections (A) (1) to A(4) above applied to their base salary after their \$1,500/\$5,000 CDL compensation is first deducted, and then the \$1,500/\$5,000 CDL compensation is added on top of the applicable salary increase.

b) For employees possessing a CDL, the minimum salaries set forth in sections (A) (1) to A (3) hereinabove shall have the \$1,500/\$5,000 CDL compensation added to the aforementioned minimum salaries.

9. The City shall notify the Public Employee Retirement System (PERS) of the salary increases for bargaining unit members who retired prior to ratification so that their final base salary can be adjusted for pension purposes. The City shall make its pension contributions and shall deduct submit the bargaining unit member's pension contribution from his/her retroactive amount due. The City shall also make its pension contributions and shall deduct and submit the bargaining unit member's pension contribution from his/her retroactive amount for bargaining unit members who retire prior to the first pay period of June 2022, prior to the bargaining unit member's retirement date.

10. While the City shall maintain the right to continue performance evaluations, said evaluations shall not be used to determine wage increases for the life of this contract.

ARTICLE XV

CLOTHING ALLOWANCE

A. Allowance:

1. Non-clerical Department of Public works supervisors (i.e. supervisors that work in the field) shall receive an annual clothing allowance of \$1,200.00 per year to be paid one-half (1/2) in January and one-half (1/2) in July.

2. The uniform shall consist of a full uniform as determined by the Director of Public Works.

3. All non-clerical Engineering Personnel (i.e. supervisors that work in the field) covered by this Agreement shall receive an annual clothing allowance of \$610.00 per year to paid one-half (1/2) In January and one-half (1/2) in July.

4. All clothing allowance shall be paid as follows:  
One-half (1/2) in January and one-half (1/2) in July of each year.

5. This Article shall take effect upon ratification of the Agreement.

ARTICLE XVI

HOURS OF WORK

A. Workday:

The regular workday shall consist of eight (8) consecutive hours within a twenty-four (24) hour period, inclusive of meals.

B. Work Week:

The regular work week shall be Monday through Friday.

C. Work Schedules:

Work schedules showing each employee's hours and work week, and whether employed on a full for part time basis shall be made available to the Union upon request. Except in cases of emergency, employee(s) and the Union will be notified not less than one (1) week in advance of any change in work schedule of hours. In cases of emergency, the Union will be notified of the change within the pay period following the implementation of the new work schedule of hours.

ARTICLE XVII

MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing the following rights:

1. The executive management and administrative control of the City government and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the City.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and/or the effective operation of the City, after advance notice thereof to the employees.

4. To hire all employees, to promote, transfer, assign or retain employees in positions within the City.

5. To warn, reprimand, suspend, demote, discharge any employee for good and just cause according to law.

6. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive, subject to Civil Service Commission rules and regulations.

B. The City reserves the right, with regard to all other conditions of employment not reserved, to make such changes as it deems desirable and necessary for the efficient and effective operation of the Department.

C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under any other national, state, county or local laws and regulations.

D. The City retains the right to subcontract any or all of the work performed by employees covered by this Agreement.



ARTICLE XVIII

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 level 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 objective. Committee size shall be determined by mutually agreed upon local arrangement.

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. The employee relations joint labor management committees will meet quarterly.

E. 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 referred to and from the facility and departmental levels as necessary. The parties may issue joint meeting minutes and letter understandings.

ARTICLE XIX

SAVINGS CLAUSE

A. In the event that any provision of this Agreement shall at any time be declared invalid by legislative act or any court of competent jurisdiction, or through governmental regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

B. The parties further agree to negotiate a substitute for the invalidated portion to the extent the matter is subject to negotiations.

C. If in any case this Agreement is in conflict with New Jersey Civil Service Commission regulations, the New Jersey Civil Service Commission regulations will prevail.

ARTICLE XX

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2019, except where otherwise provided, and shall remain in full force and effect until December 31, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing to modify this Agreement. In the event such notice is given, negotiations shall begin in accordance with the rules and regulations of P.E.R.C.

B. This Agreement shall remain in full force and effect during the period of negotiations.

ARTICLE XXI


COMPLETENESS OF AGREEMENT


This Agreement represents and incorporates the complete and final understanding by the parties on all bargainable issues which were or could have been the subject of negotiations.


IN WITNESS THEREOF, the parties have caused their names to be signed on 13th day of April, 2023

CITY OF PATERSON

A.F.S.C.M.E. Local 3474

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
BUSINES ADMINISTRATOR

  
\_\_\_\_\_  
DIRECTOR OF PERSONNEL

ATTEST:

  
\_\_\_\_\_  
CITY CLERK

  
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