

June 6, 2014

AGREEMENT

BETWEEN

THE CITY OF PATERSON  
PASSAIC COUNTY, NEW JERSEY

AND

AFSCME AFL-CIO  
COUNCIL 52, LOCAL 3724  
WHITE COLLAR EMPLOYEES, POLICE CIVILIANS,  
FIRE CIVILIANS, AND MUNICIPAL COURT EMPLOYEES

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JULY 1, 2011 THROUGH JUNE 30, 2014

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RUDERMAN & GLICKMAN, P.C.  
675 Morris Avenue, Suite 100  
Springfield, NJ 07081  
973-467-5111


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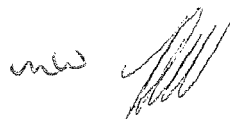
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PREAMBLE

This Agreement entered into this 6th day of June, 2014, 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 52, Local 3724, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (White Collar employees, Police Civilians, Fire Civilians, and Municipal Court Employees) (hereinafter the "Union"), represents the complete and final understanding on all bargainable issues between the City and the Union.



ARTICLE I  
RECOGNITION

A. In accordance with the certification of the New Jersey Public Employment Relations Commission dated September 7, 1988, the City recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries/wages, hours and other conditions of employment, and the administration of grievances arising thereunder for the terms of the Agreement for all White Collar Employees, all Clerical and White Collar Employees employed by the Municipal Court, and all Civilian Employees employed by the Public Safety Department of the City of Paterson, excluding all other employees, managerial executives, uniformed police, fire fighters, confidential employees, all employees represented in other bargaining units, and supervisors within the meaning of the Act.

B. Whenever titles are used in this Agreement, they shall be defined to include the plural as well as the singular and to include males and females.

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ARTICLE II

BILL OF RIGHTS

An employee shall be entitled upon request to Union representation at each and every step of the grievance procedure set forth in this Agreement. An employee shall be entitled upon request to Union representation at each stage of a disciplinary proceeding instituted pursuant to this Agreement in Article IV.

ARTICLE III

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 by 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 introduce and use new and improved methods and equipment, to contract out for goods and services, 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, maintain and amend 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 Department after advance

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notice thereof to the employees and to require compliance by the employees is recognized.

4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause.

6. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive or for other legitimate reason.

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

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

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C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

D. This Article does not include Police civilians.

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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 and includes discipline as noted in Step 3A below. In order to be considered under this procedure, a grievance must be initiated by the employee or the Union within twenty-one (21) calendar days from the occurrence of the act giving rise to the claim. If the grievance is not initiated within the time period allowed, 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. Failure in any step of this procedure to communicate to the aggrieved employee of A.F.S.C.M.E. Council 52, Local 3724, the decision on a grievance within the specified time limits, shall permit the aggrieved employee to proceed to the next step of the grievance procedure. Failure to announce an appeal of a grievance to the next step within the specified time

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limits shall terminate the grievance.

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

5. 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.

6. Any Grievance Committee meetings with the City which are held during normal business hours, on the City's premises, will be without loss of straight time pay.

7. The Union shall have the right to submit a grievance concerning a suspension and/or discharge directly to the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure, including arbitration.

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

9. If any disciplinary action taken by a representative of management results in a grievance, the responsible management representative, that individual initiating the action, shall attend the Step 3 Grievance Hearing. The concept of progressive discipline shall be followed.

STEP 1: The Union Steward or other authorized representative, with the employee, shall take up the grievance or dispute with the employee's immediate supervisor. The

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supervisor shall then attempt to adjust the matter and shall give his/her answer to the Steward within five (5) work days.

STEP 2: If the grievance has not been settled in Step 1, it will be reduced to writing and presented to the next highest ranking supervisor or his/her designee within ten (10) work days following receipt of the determination from Step 1. The next highest ranking supervisor or his/her designee shall render an answer in writing, within three (3) work days after its presentation in Step 2. The written grievance of this Step shall contain the relevant facts, the applicable Section of the Agreement allegedly violated, and the remedy requested by the grievant.

STEP 3: If the grievance is still unsettled, it shall, within ten (10) work days from receipt of the answer in Step 2, be submitted to the next highest ranking supervisor or his/her designee, who shall schedule a meeting within five (5) work days with the Union Grievance Committee and the grievant. The next highest ranking supervisor or his/her designee shall forward his/her answer in writing to the Union President and the grievant within five (5) work days thereafter.

STEP 4: If the grievance is still unsettled, the Union may, within twenty (20) days following the answer in Step 3, request arbitration.

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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 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 witness(es) 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.

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ARTICLE V

DISCHARGE AND DISCIPLINE

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A. The City shall not discharge an employee nor discipline such employee involving a monetary loss through suspension or fine up to and including five (5) days only without just cause. The City shall notify the Union of any discharge or discipline of an employee. Where such an action involves loss of the employee's wages, the Union and the City shall endeavor to meet within two (2) work days from such action to try to resolve the matter. If the matter remains unsettled, the Grievance Procedure may be invoked. Any grievance involving discharge or discipline may be initiated by the Union at Step 3 of the Grievance Procedure.

B. A grievance may be settled at any stage of the disciplinary grievance procedure, provided that 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 three (3) work days.

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ARTICLE VI

UNION RIGHTS

A. Bulletin Boards

The City 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 AFSCME number and or Council 52, and/or AFSCME International letterhead.

B. Access to Premises

The City agrees to permit representatives of the International Union and Union Council 52, subject to prior approval of the Director of Personnel or his designee, to enter the premises of the City for individual discussion of working conditions with employees, provided such representatives do not interfere with the performance of duties assigned to employees. Upon entering the workplace, the Union President or other authorized representative shall notify the Department Head or other designated supervisor.

C. Contract Negotiations

The City shall give time off with no loss of pay to the President and seven (7) members of the bargaining unit negotiating team to participate in contract negotiations. If such meetings are conducted during regular business hours, there shall be no loss of regular straight time pay for such



employees.

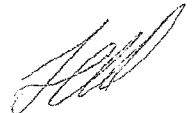
D. A reasonable amount of time must be given to the Union President to conduct Union business. Also, a reasonable amount of time must be given to the Union President, the Executive Board, or his/her alternate during working hours for:

1. Grievance hearings and discussions
2. PERC hearings
3. O.A.L. hearings
4. Leave for attendance for Union conferences/conventions
5. Posting of Union literature

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ARTICLE VII

UNION SECURITY

A. 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.A. 52:14-15.9e. Such notice shall be given to the head of the City's Payroll Department.

2. The dues check shall be accompanied each month with an alphabetized list of all employees in the bargaining unit. The list shall include new hires, along with their home addresses, date 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, #516 Johnston Avenue, Jersey City, NJ 07304, monthly, by the 15<sup>th</sup> of the month following such deductions.

4. Employees shall be eligible to withdraw dues deduction authorization as of July 1 of each year upon timely notice of withdrawal.

B. Agency Shop

Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30)

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days thereafter, and any new employee who does not join within thirty (30) days of initial employment with the unit shall, as a condition of employment, pay a representation fee to the Union in the amount equal to eighty-five per cent (85%) of the regular Union membership dues, fees, and assessments as certified to the City by the Union. The Union shall establish and/or advise the City that it has established a demand and return system in accordance with N.J.S.A. 34:13A-5.5.

C. P.E.O.P.L.E.

The City agrees to deduct from the wages of all bargaining unit 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 name of each employee from whose pay such deduction had been made, and the amount deducted during the period covered by the remittance.

D. Indemnification

The Union agrees to indemnify and save the City harmless against any and all claims, demands, suit or other forms of liability that arise out of, or by reason of action taken by the

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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.

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ARTICLE VIII

NON-DISCRIMINATION CLAUSE

A. The provisions of this Agreement shall be applied 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 with the City 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 City and Union agree that every employee shall have the right to organize, join and support the Union for the purpose of engaging in collective negotiations or to refrain from same. The City and the Union undertake and agree that they shall not directly or indirectly discourage or deprive or coerce an employee in the enjoyment of any right conferred by Chapter 303 of the Public Laws, 1968, as amended.

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ARTICLE IX

PERSONNEL FILES

A. Each employee shall be notified of his/her performance and shall have the opportunity to review such evaluation with his/her supervisor. Duplication of the evaluation by the supervisor shall be provided to the employee upon request. The employee shall sign or initial the City's copy of the evaluation form to indicate that the employee has reviewed and noted the contents of the form. Such signature does not necessarily constitute agreement with the contents of the form, but signifies that the employee has reviewed the form and/or received a copy of same.

B. Upon request in writing, an employee shall have access to his/her personnel file during working hours. An employee, upon request, will be furnished a copy of an individual item(s) in his/her personnel file.

C. 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.

D. The home telephone number and address of employees shall not be made available for the use of outsiders, but such use shall be confined to the business of the City.

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ARTICLE X

SENIORITY

A. Definition

Seniority means an employee's length of continuous service with the City since his last date of hire.

B. Application

Seniority shall apply toward longevity payments and length of vacation.

C. Seniority Lists

A copy of the seniority list shall be furnished by the City to the Union Local 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.

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

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E. 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 transfer, reassignment, or promotion, and to provide an opportunity to apply for existing or planned job vacancies, such vacancies shall be noted as per the NJ Department of Personnel Internet web site, and also periodically by the Director of Personnel. The term "promotion" means the advancement of an employee to a higher position.

2. Provisional promotions and/or vacancies shall be filled from among those employees who apply and meet the requirements of the job.

3. Upon a promotion, the salary of the promoted employee will be appropriately adjusted.

F. Layoffs

1. In the event the City plans to lay off employees for any reason, the City shall meet with the Union to review such anticipated layoff prior to the date such action is to be taken in accordance with procedures of the NJ Department of Personnel.

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.

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3. The City 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 NJ Department of Personnel regulations and will be afforded all rights due them under such regulations.

5. In the event that NJ Department of Personnel regulations governing lay off notice, bumping and other rights, are not applicable, then an employee subject to layoff will be permitted to exercise' his/her seniority right to bump, or replace an employee with less seniority. Such employee may, if he/she so desires, bump an employee in an equal or lower job classification, provided the bumping employee has greater seniority.

G. Recall

When the workforce is increased after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at his/her last known address by registered mail, If any employee fails to report for work within ten (10) days from the date of mailing the notice of recall, he/she shall be considered a voluntary resignation. Recall rights for employees shall expire in accordance with NJ Department of Personnel regulations. Written notice of expiration of recall rights shall be sent to the employee at

his/her last known address by registered certified mail. A copy of both recall notices and notices of expiration of recall rights shall be sent to the Union.

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ARTICLE XI

HOURS OF WORK

A. Work Day

The regular work day shall consist of eight (8) consecutive hours within a twenty-four (24) hour period, inclusive of meal periods.

B. Work Week

1. The regular work week shall be Monday through Friday.

2. For employees working in the Record Bureau, Identification Bureau, and the Auto Squad, the work week shall be Monday through Friday, and all employees shall be entitled to two (2) fifteen (15) minute rest periods during each full shift, in addition to their paid meal period.

C. Work Schedules

Work schedules showing each employee's hours and workweek and whether employed on a full or 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 or 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.



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D. Overtime

1. Overtime is defined as work in excess of the employee's regularly scheduled work week. 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 (1-1/2) the regular straight time pay for all hours worked in excess of forty (40) hours per week.

2. An employee required to work on Sunday shall be paid double his/her hourly rate of pay for all hours worked.

3. Overtime requirements: Overtime work shall be given to qualified employees on a rotating basis in order of seniority among those employees able to perform the work. Employees may be required to work a reasonable amount of overtime.

E. For 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

F. Employees called for Jury Duty will receive their regular straight time pay from the City. Employees will not be required to turn in to the City any monies they receive for food and travel expenses.

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

H. Data Processing personnel will receive the following shift differential in addition to their regular base pay:

1. Second Shift - 5%
2. Third Shift - 10%

I. In the event the City establishes new shifts, the Union will be notified seven (7) calendar days in advance, except in cases of emergency. The City will determine the initial rate of pay, subject to any subsequent negotiations at the request of the Union.

J. Call-In Time

Any employee called for emergency duty, in addition or outside of their regularly scheduled shift, shall be paid at time and one-half (1-1/2) for all hours worked.

K. Break

All employees are entitled to a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon. 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 to disciplinary action.

ARTICLE XII

HOLIDAYS

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

New Year's Day	Election Day
Martin Luther King's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Fourth of July	Day Before Christmas Day
Presidents Day	Christmas Day
Labor Day	Floating Holiday
Columbus 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/she shall be entitled to time and one-half (1-1/2) pay for actual work performed on the holiday in addition to a straight time day's pay for the holiday as such.

D. Police Civilians Only

An employee who is scheduled to work on any of the above holidays shall be entitled to a day off within a thirty (30) day period.

Employees not scheduled to work on any of the above holidays shall be, if called into work, entitled to time and one-half (1-1/2) plus an additional day off within the thirty

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(30) day detail or double time and one-half.

E. Emergency Day

An emergency day will be given to any employee who has an emergency situation arise on a particular working day. The emergency day can only be used if the employee has enough time accrued in their vacation and personal credits to allow for an emergency day.

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ARTICLE XIII

VACATION

A. All employees in the bargaining unit hired before January 13, 2005, except Police and Fire civilians, shall be entitled to a paid vacation in accordance with the following schedule:

1. From date of hire to one (1) year - one and one-quarter (1-1/4) working day per month once the three (3) month provisional period for the new worker is completed.

2. Employees with one (1) year and one (1) day through three (3) years - fifteen (15) working days vacation per year which is equal to 1.25 days per month.

3. Employees with four (4) years and one (1) day through fifteen (15) years - twenty (20) working days vacation per year which is equal to 1.66 days per month for eleven (11) months, and 1.67 days per month for the twelve (12) months.

4. Employees with sixteen (16) years and one (1) day and over - twenty-six (26) working days vacation per year which is equal to 2.16 days per month. Those employees receiving thirty (30) working days vacation per year which is equal to 2.5 vacation days per month will continue to receive such vacation.

5. 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

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notification. In addition, no employee who has been approved for vacation time will have such approval withdrawn if an employee with more seniority subsequently submits a conflicting request.

6. If a holiday occurs during the calendar week in which an employee is on vacation, his/her vacation shall be extended by one (1) day or he/she shall be given additional day's pay or another day off at the discretion of the Department Director.

7. An employee who is laid off, retired, or separated, or terminated by the City for any reason, shall be paid for unused vacation accumulated at the time of such separation.

8. Employees shall receive vacation pay on the pay day immediately prior to the start of said vacation, provided not less than two (2) weeks' notice has been received by the City of such employee request.

9. With the approval in writing of the employee's Department Head and the Mayor, an employee, because of the pressure of work or special circumstances, who is unable to use his/her accrued vacation, may carry the full amount of the unused accrued vacation forward to the following year, to be used in the next calendar year.

10. Employees unable to use their full accrued vacation because of the City's inability to grant such vacation by the termination of this Agreement may carry such vacation forward into the succeeding year only.



11. Vacation days may be used in  $\frac{1}{2}$  day increments.

B. All employees in the bargaining unit hired after January 13, 2005, except Police and Fire civilians, shall be entitled to a paid vacation in accordance with the following schedule:

1. From date of hire to one (1) year - one and one-quarter (1-1/4) working day per month once the three (3) month provisional period for the new worker is completed.

2. Employees with one (1) year and one (1) day through four (4) years - fifteen (15) working days vacation per year which is equal to 1.25 days per month.

3. Employees with five (5) years and one (1) day through sixteen (16) years - twenty (20) working days vacation per year which is equal to 1.66 days per month for eleven (11) months, and 1.67 days per month for the twelfth (12) months.

4. Employees with seventeen (17) years and one (1) day and over - twenty-six (26) working days vacation per year which is equal to 2.16 days per month. Those employees receiving thirty (30) working days vacation per year which is equal to 2.5 vacation days per month will continue to receive such vacation.

5. 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. In addition, no employee who has been approved for

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vacation time will have such approval withdrawn if an employee with more seniority subsequently submits a conflicting request.

6. If a holiday occurs during the calendar week in which an employee is on vacation, his/her vacation shall be extended by one (1) day, or he/she shall be given additional day's pay or another day off at the discretion of the Department Director.

7. An employee who is laid off, retired, or separated, or terminated by the City for any reason, shall be paid for unused vacation accumulated at the time of such separation.

8. Employees shall receive vacation pay on the pay day immediately prior to the start of said vacation, provided not less than two (2) weeks' notice has been received by the City of such employee request.

9. With the approval in writing of the employee's Department Head and the Mayor, an employee, because of the pressure of work or special circumstances, who is unable to use his/her accrued vacation, may carry the full amount of the unused accrued vacation forward to the following year, to be used in the next calendar year.

10. Employees unable to use their full accrued vacation because of the City's inability to grant such vacation by the termination of this Agreement may carry such vacation forward into the succeeding year only.

11. Vacation days may be used in ½ day increments.

C. Police and Fire Civilian Vacation Leave

1. All full time employees hired before January 13, 2005, shall receive an annual vacation leave according to the following schedule:

a. Schedule of Annual Leave

One (1)-Three (3) Years (15) - 1.25 Days/Month

Four (4)-Ten (10) Years (20) - 1.66 Days/Month

Eleven (11)-Twenty (20) Yrs. (25) - 2.08 Days/Month

Twenty (20) Years & Over (30) - 2.50 Days/Month

b. Scheduled annual vacation leave time may be taken one or more days at any given time pending manpower needs.

2. The employee's supervisor and/or Department Head, may within his/her sole discretion, approve a leave of absence with pay for less than five (5) days at a time.

D. Police and Fire Civilian Vacation Leave

1. All full time employees hired after January 13, 2005, shall receive an annual vacation leave according to the following schedule:

a. Schedule of Annual Leave

One (1)-Four (4) Years (15) - 1.25 Days/Month

Five (5)-Eleven (11) Years (20) - 1.66 Days/Month

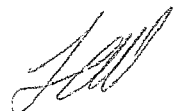
Twelve (12)-Twenty-One (21) Yrs. (25) - 2.08 Days/Month

Twenty-One (21) Years & Over (30) - 2.50 Days/Month



b. Scheduled annual vacation leave time may be taken one or more days at any given time pending manpower needs.

2. The employee's supervisor and/or Department Head, may within his/her sole discretion, approve a leave of absence with pay for less than five (5) days at a time.



ARTICLE XIV

SICK LEAVE

A. Employees shall be eligible for paid sick leave after ninety (90) days service with the City, retroactive to their date of hire.

B. Sick leave shall be earned at the rate of one and one-quarter (1.25) days for the first calendar year of service. Thereafter, sick leave will be earned at the rate of one and one-quarter (1.25) days for each succeeding calendar year, not to exceed fifteen (15) days per year, which fifteen (15) days shall be credited to the employee on January 1 of the year. A doctor's note may be required after five (5) consecutive days of sick leave.

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:

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.

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4. For medical or dental examination or treatment for which arrangements cannot be made outside of working hours.

E. Sick Leave Accumulation Payment

Employees on the payroll as of the signing of this Agreement shall receive payment for unused sick leave as follows:

1. Employees who retire or who die while still employed by the City 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 the average pay including longevity received during the last full year of 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 per employee including longevity.

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

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

5. Employees who retire or who die while still employed by the City after twenty-five (25) years of service with the City of Paterson, the employee is entitled to eighty (80)

additional sick days to be compensated for, providing the employee has the sick time accrued.

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ARTICLE XV

PAID LEAVES OF ABSENCE

A. Funeral Leave - White Collar, Municipal Court Employees, and Police and Fire Civilians

1. In the event of a death of the employee's father, mother, sister, brother, spouse, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, or grandchild, the employee shall be entitled to five (5) calendar days of leave with pay from day of death.

2. A one (1) day leave of absence with full pay shall be granted the employee in the event of the death of any other close relative not defined. The day shall be taken between day of death and day of funeral.

B. Personal Leave - White Collar, Municipal Court, Police Civilians and Fire Civilians

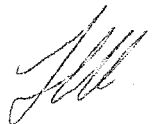
Each employee covered by this Agreement shall be entitled to two (2) non-accumulative personal days per calendar year which must be requested at least two (2) days in advance, except in the case of emergency. This provision shall not apply to any matter arising out of the collective bargaining relationship between the City and the Union. Police civilians will receive three (3) personal leave days per year, which must be requested at least two (2) days in advance.

C. NJ Department of Personnel Examinations

Employees shall be allowed to take time off with pay to







take open competitive and promotional examinations offered by the State Department of Personnel system.

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 for a period of up to one (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 or 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 one (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 one (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 one (1) year if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.

(7/2/77) mld (ET)



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 forty-eight (48) hours thereof to the City Administrator.

4. It is understood that the employee must file an injury report with the Supervisor/City Administrator within forty-eight (48) hours 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.

E. Military Leave

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

F. Jury Duty

Employees summoned for Jury Duty shall be granted paid leave for the period of such service. Fees received by employees for travel or meals may be retained by the employee. Any other fees received by the employee in connection with such jury service shall be turned over to the City.

ARTICLE XVI

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 six (6) months, but it may be extended or renewed at the request of the employee with the approval of the Department Director and the Personnel 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 six (6) months. Such leave to be extended upon request and with the approval of the Department Director and the Personnel Director. Such approval shall not be unreasonably withheld.

C. Parental Leave

Parental leave shall be granted for a period of up to six (6) months and shall, upon written request, be extended to a maximum of one (1) year. The employee may exhaust all earned sick and vacation time prior to such leave, but will not be required to do so.

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 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 Department Director and the Personnel Director.

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ARTICLE XVII

GENERAL PROVISIONS

A. Health and Safety

The City and the Union agree to establish a joint Health and Safety Committee consisting of three (3) City and three (3) Union representatives. The joint Health and Safety Committee shall meet upon the call of a majority of the committee on a quarterly basis.

B. Entitlement to Benefits

1. Full time employees shall receive full vacation, holiday, health and welfare, and other benefits as provided by this Agreement.

2. Part time employees working a minimum of forty (40) hours per pay period shall receive the same health benefits as full time employees. However, all leave credits for those employees shall be prorated based on a seventy (70) hour pay period.

3. Part time employees working less than forty (40) hours per pay period are not entitled to health benefits or leave credits.

C. Drug and Alcohol Policy

This policy will be made a part of this Agreement (See Appendix A).

D. In the event of a layoff, Local 3724 has the right to negotiate all wages associated with bumping and recall.





ARTICLE XVIII

HEALTH INSURANCE

A. Hospitalization, Drug Prescription, Dental, Optical

1. The City shall pay the full cost of hospital and medical insurance for full time employees and their eligible dependents for the benefits currently in effect at the present deductible amounts, \$300.00 single coverage, \$425.00 family coverage.

2. The City shall pay the full cost of the drug-prescription plan currently in effect for full time employees and their eligible dependents. The drug-prescription plan provides for a One Dollar (\$1.00) co-pay for generic drugs, and Five Dollar (\$5.00) co-pay for non-generic drugs per prescription and includes oral contraceptives.

3. The City shall pay full cost of the dental plan for the present plan in effect for the employee and their eligible dependents. Effective January 1, 2001, the employee and the City will each pay half the cost of the increased monthly premium for the improved dental plan.

4. The City shall pay the full cost of an optical plan for full time employees only. The optical plan shall provide \$50.00 for an eye examination and \$50.00 for frames/lenses. Bargaining unit employees shall be entitled to this benefit every other year, as in the current plan.

5. Employees shall first become eligible for insurance covered provided in this Article, Section A1-4, upon completion of ninety (90) continuous work days.

6. The City reserves the right to 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 similar.

B. Hospital Medical and Drug-Prescription Dental - Retirees

1. The City shall pay the full cost of hospital, medical, dental, and drug-prescription coverage for the individual employee, spouse, and dependent unmarried children under the age of twenty-three (23) for employees who retire on a paid pension under the following circumstances:

a. Employee retires after twenty-five (25) years of continuous service with the City.

b. Employee retires with fifteen (15) years of continuous service with the City and has attained the age of sixty-two (62).

c. Employee retires on an accident disability pension or ordinary disability pension with not less than five (5) years continuous service with the City.

d. The City will pay the cost of the aforementioned insurance until the death of the retiree.

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2. Any retired member of the bargaining unit covered under the provisions of this section taking employment with any other City providing medical-hospital and drug-prescription insurance in the aggregate substantially equivalent to the City's insurance plan(s) shall be taken off the City's coverage while so employed.

3. Upon the death of the retiree, the surviving spouse and dependent children under the age of twenty-three (23) shall be entitled to remain enrolled in the City's medical-hospital insurance plan, with the full premiums being paid by the City. This coverage shall cease when any of the following occur:

- a. Spouse dies
- b. Spouse remarries
- c. Spouse reaches age 65

4. The City shall pay the full cost of the Medicare supplement effective January 1, 1990 for those employees who retired on and after January 1, 1990. Effective 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.

5. The provisions of this Section B are subject to the Rules and Regulations of the carrier and the Public Employees Retirement Systems, Division of Pensions.

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C. Hospital and Medical - Spouses and Eligible Dependents of Deceased Employees

The City shall pay the cost of medical and hospital insurance for the surviving spouses and eligible dependents of deceased employees who die while employed by the City.

D. The provisions of Sections B and C shall cease when any of the following occur:

- a. Spouse dies
- b. Spouse remarries
- c. Spouse reaches age 65

E. The City and the Union agree to implement the New Jersey State Disability Plan, if all other eligible City employees agree to be so covered.

(11/14) mls (CT)



ARTICLE XIX

SALARIES AND WAGES

A. 1. Retroactive to July 1, 2011 (Year 1), all bargaining unit members earning less than \$25,000.00 shall be raised to \$25,000.00. Bargaining unit members earning \$25,000.00 or more shall not receive an increase in Year 1.

2. Retroactive to July 1, 2012 (Year 2), bargaining unit members who earned \$24,500.00 as of July 1, 2011 and all other bargaining unit members who did not receive a raise in Year 1 (those making \$25,000 or more as of July 1, 2011), shall receive a raise equivalent to two (2.0%) percent of total base salary for the unit as of the end of Year 1. Those bargaining unit members that received a salary increase in Year 1 shall not receive an increase in Year 2, except those bargaining unit members who made between \$24,500.00 and \$25,000.00.

3. Retroactive to July 1, 2013 (Year 3), all bargaining unit members shall receive a two (2.0%) percent salary increase.

B. 1. Effective January 14, 1994, the parties agreed to allow the City to initiate a one time only two-week hold back of pay.

2. The City shall pay this two-week hold back to the employee at his/her prevailing rate of pay upon separation from his/her employment with the City.

C. Police and Fire civilians only will receive a three (3) per cent differential pay paid to any employee who works between 7:00 P.M. through 11:00 P.M. This differential is only for time worked.

D. Stand-By Time

An employee who is required to be available for call and is thereby placed on stand-by upon the City's request, shall receive four (4) hours at straight time rate and shall, if called in, be paid for a minimum of four (4) hours plus time worked.

E. Out of Title Pay

Employees designated by their supervisor and verified by their Department Head to perform duties in a higher title will be compensated at the higher rate, after service of five (5) working days.

F. Promotion Rate-of-Pay

Upon promotion of an employee, an increase of \$1,500.00 will be given.

G. New Hire Rate

The starting salary for this bargaining unit shall be \$25,000.00.

H. 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 Agreement.




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*mw* *(CT)*

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I. In order to be eligible to receive any of the salary increases enumerated in this Article, an employee must be employed by the City for a minimum of six (6) months, except for bargaining unit members earning less than \$25,000.00.

J. The parties agree that during the term of this Agreement they shall meet to discuss options for alternative salary structures (i.e. salary ranges, etc.). These meetings shall not constitute negotiations nor shall they bind either party to implementing any type of salary structure.

K. The parties agree to meet at least three (3) times before March 31, 2014 to discuss the possible development of a salary and title structure.



ARTICLE XXI

REQUIRED SCHOOL AND TUITION REIMBURSEMENT

A. Required School or Instruction

If an employee is required by the City to attend school or a program of instruction, the City shall be responsible for tuition, fees, books and materials connected with such course or program.

B. The tuition reimbursement plan of the City is designed to assist an employee in securing further education or training which, in the judgment of the City, will make a direct contribution to the employee's job. Such direct contribution means that there must be a definite technical or professional relationship between the course and the present job responsibilities of the employee as determined by the City. The following conditions must be met for tuition reimbursement.

1. The employee seeking approval for a course must be employed by the City of Paterson for at least one (1) year prior to consideration for tuition reimbursement.

2. The course which the employee seeks to take must be directly related to the employee's present job or must be a course which will prepare the employee for future opportunities within the employee's department.

3. Approval for a course must be made prior to enrollment.



4. The employee must first complete the application for Tuition Reimbursement and submit same to his/her supervisor.

5. The employee will pay the tuition. Reimbursement to the maximum noted below will be made upon presentation of a bursar's receipt showing satisfactory completion of the course.

6. The maximum allowance reimbursable for one (1) semester is fifty per cent (50%) of the total tuition, not to exceed three hundred dollars (\$300.00) for the school year September 1, through August 31.

7. There is no reimbursement for the cost of books, special fees, or other incidental charges.

ARTICLE XXII

AUTOMOBILE ALLOWANCE

A. 1. Any employee authorized to use his/her own automobile on a monthly basis will receive a sum of \$150.00 per month as allowance less the deductions listed in this section. The sum of \$6.00 per day will be deducted from the monthly allowance for each day taken for the following reasons:

- a. Sick leave
- b. Vacation leave
- c. Personal leave
- d. Leave without pay

2. The amount of \$150.00 shall not carry over any excess amount from one month to another.

B. Effective July 1, 2008, the monthly automobile allowance will be eliminated. Instead, all employees shall be reimbursed for assigned travel at the rate of 50.5 cents per mile.

ARTICLE XXIII

CLOTHING AND UNIFORM ALLOWANCE

A. 1. All full time inspectors with the Division of Community Improvements, Section 8 Housing, and Paterson Pride Program will receive nine hundred dollars (\$900.00) per year, to be paid one-half (1/2) in January and one-half (1/2) in July.

2. All Housing Inspectors, Building Inspectors, and Sub-Code Officials hired after January 13, 2005 will be in uniform within two (2) months after their date of hire.

B. All full time uniformed Court Attendants shall receive uniform allowance per the following schedule at nine hundred (\$900.00) per year, to be paid one-half (1/2) in January and one-half (1/2) in July.

C. 1. All full time Police and Fire Civilians and Parking Violations Officers shall receive clothing allowance per the following schedule at nine hundred dollars (\$900.00) per year, to be paid one-half (1/2) in January and one-half (1/2) in July.

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ARTICLE XXIV

SEPARABILITY AND SAVINGS

If any provisions of this Agreement or any application of this Agreement to any employee, or group of employees, is held invalid by operation of law, or by a court or other tribunal of competent jurisdiction, such provisions shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE  
mlw (CT)

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ARTICLE XXV

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

WMB

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ARTICLE XXVI

TERM AND RENEWAL

This Agreement shall be in full force and effect retroactively as of July 1, 2011 and shall remain in effect to and including June 30, 2014. This Agreement shall continue in full force and effect from year to year thereafter unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days, nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. In the event such written notice is given, and a new contract is not signed before the expiration date of the old contract, this Agreement is to continue in full force and effect until a new contract is signed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Paterson, County of Passaic and State of New Jersey on this \_\_\_\_ day of \_\_\_\_\_, 2014.


WAS  
mw  
GT




This Agreement is subject to City Council ratification and will be executed after such ratification.

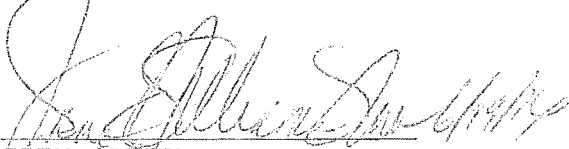
CITY OF PATERSON

  
MAYOR

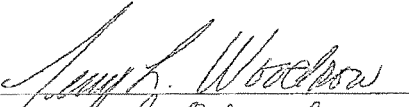
  
BUSINESS ADMINISTRATOR


Asst.

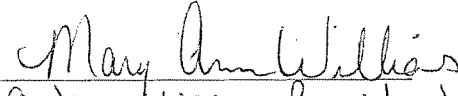
  
DIRECTOR OF PERSONNEL

  
CITY CLERK

AFSCME LOCAL 3724

  
Staff Rep Ch. 52.

  
PRESIDENT # 3724

  
Acting Vice - President

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