

January 18, 2017

AGREEMENT

BETWEEN

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 3474A  
(WHITE COLLAR SUPERVISORS)

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JULY 1, 2014 THROUGH JUNE 30, 2019

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LAW OFFICE OF:  
STEVEN S. GLICKMAN, LLC  
570 Broad Street, Suite 1201  
Newark, NJ 07102  
973-877-3823.

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PREAMBLE

This Agreement entered into this 24<sup>th</sup> day of January, 2017, 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 3474A, American Federation of State, County and Municipal Employees, AFL-CIO (white collar supervisors), (hereinafter the "Union"), represents the complete and final understanding on all bargainable issues between the City and the Union.

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ARTICLE I

RECOGNITION

A. In accordance with the certification of the New Jersey Public Employees Relations Commission dated January 30, 1989, the City recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries/wages and other conditions of employment, and the administration of grievances arising thereunder for the term of the Agreement for all professional, white collar supervisory employees employed by the City of Paterson, excluding all non-professional, blue collar supervisory employees, confidential employees, police officers, craft employees, fire employees, managerial executives with the meaning of the Act, all non-supervisory employees, all other employees in bargaining units and all other employees.

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

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

B. An employee shall be entitled upon request to Union representation at each stage of a disciplinary proceeding instituted pursuant to this Agreement in Article V.

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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 sub-contract 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, country or local laws or regulations.

D. Also as part of this Agreement, the Union agrees to accept the City of Paterson's Drug and Alcohol Policy.

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ARTICLE IV

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, excludes 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 52 shall be notified of all proposed disciplinary actions. The Union shall have the right to submit a grievance concerning a minor

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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

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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.

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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/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.

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

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ARTICLE V

DISCHARGE AND DISCIPLINE

A. The City may discharge or discipline an employee including a monetary loss through suspension or fine for 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.

C. In the event a grievance regarding discipline of a permanent employee and involves a monetary loss through suspension or fine of up to and including two (2) days or of a provisional employee of up to and including five (5) days the matter may be grieved to Step 3A, Director of Personnel, who

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decision shall be final and binding. In the event a grievance regarding discipline of a permanent employee involves a monetary loss through suspension or fine in excess of two (2) days or of a provisional employee involving a monetary loss or fine in excess of five (5) days or discharge, the Union may process the matter to arbitration. The discharge of a permanent employee may proceed only through, the appeal processes of the NJ Department of Personnel.

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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/her 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 will give time off with no loss of pay to the President and two (2) 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.

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ARTICLE VII

UNION SECURITY

A. The City agrees to deduct the annual dues of the Union in twenty-four (24) equal deductions from all employees who execute a written authorization pursuant to N.J.S.A. 52:14-15.9e such notice shall be given to the head of the City's Payroll Department.

B. The dues check shall be accompanied each month with an alphabetized list of all employees in the bargaining unit. The list shall include new hires, along with their home addresses, dates of hire, classification, status and whether they are terminated or on leave of absence, and the amount of dues deducted.

C. The total of such deductions, together with the list, shall be remitted to the designated Financial Officer of Council 52, AFSCME, AFL-CIO, 516 Johnston Avenue, Jersey City, NJ 07304, monthly, by the 15th of the month following such deductions.

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

E. Agency Shop

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

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days of initial employment within the unit shall, as a condition of employment, pay representation fee to the Union in the amount equal to eight-five percent (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.

F. Indemnification

The Union agrees to indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that arise out of or by reason of action taken by the City in reliance upon dues, deduction, 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.

G. P.E.O.P.L.E.

1. 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

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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.

2. 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 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/female employees.

C. The City and the 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 the 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 30-3 of the Public Laws, 1968 as amended.

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ARTICLE IX

PERSONNEL FILES

A. Evaluations shall be made at least once every year by the City for all employees.

B. Each employee shall be notified of his/her performance and shall have the opportunity to review such evaluation with his/her supervisor. Duplicates 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 such 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.

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

D. The employee shall have the right to respond in writing to any document in the file such response shall become part of the personnel file.

E. The home telephone number and address of employees will 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/her last date of hire.

B. Application

Seniority shall apply toward longevity payments and length of vacations.

C. Seniority List.

A copy of the seniority list shall be furnished by the City to the Union local annually. The seniority list shall show the names, job title and date of hire of all employees in the bargaining unit, and shall be posted by the Union on all bulletin boards.

D. Breaks in Continuous Service.

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause and/or retirement. If an employee returns to work in any capacity within one (1) year, 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. 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 Civil Service Commission.

2. 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.

3. Employees to be laid off will be given notice in accordance with NJ Civil Service Commission regulations and will be afforded all rights due them under such regulations.

4. In the event that NJ Civil Service Commission regulations governing layoffs, notice, bumping and other rights are not applicable, then as employee subject to layoff will be permitted to exercise his/her seniority rights 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.

F. 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 last known address by registered

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mail. If any employee fails to report for work within ten (10) days from the date of mailing the notice of recall, he shall be considered a voluntary resignation. Recall rights for employees shall expire in accordance with NJ Civil Service Commission regulations. Written notice of expiration of recall rights shall be sent to the employee at his last known address by registered or certified mail. A copy of 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 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 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 or hours.

D. Overtime

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.

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E. For the purpose 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 and will turn in to the City any payments received or jury duty.

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

H. Smoking breaks are included as part of entitled breaks. Smoking breaks are not in addition to the breaks already allowed. Abuse of this provision will lead to disciplinary action.

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ARTICLE XII

HOLIDAYS

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

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Good Friday	Election Day
Memorial Day	Veteran' Day
Fourth of July	Thanksgiving Day
Presidents' Day	Day After Thanksgiving
Floating Holiday	December 24
	Christmas Day

B. If the paid holiday falls on a Saturday, the preceding Friday shall be considered the holiday. If the paid holiday falls on a Sunday, the following Monday shall be considered the holiday.

C. If an employee is regularly scheduled to work on any of the above holidays, he/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.

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ARTICLE XIII

VACATIONS

A. All employees in the bargaining unit hired before the signing of this Agreement shall be entitled to paid vacations in accordance with the following schedule:

1. From date of hire to one (1) year: One and one-quarter (1.25) working days per month once the three (3) month provisional period for new workers is complete.

2. Employees with one (1) year and one (1) day through three (3) years: Fifteen (15) working days vacation per year.

3. Employees with four (4) years and one (1) day through fifteen (15) years: Twenty (20) working days vacation per year.

4. Employees with sixteen (16) years and one (1) day and over: Twenty-six (26) working days vacation per year. Those employees, who at the date of signature of this Agreement, are receiving thirty (30) working days vacation per year will continue to receive such vacation.

B. All employees in the bargaining unit hired on or after the signing of this Agreement shall be entitled to paid vacations in accordance with the following schedule:

1. From date of hire to one (1) year: One and one-quarter (1.25) working days per month once the three (3) month provisional period for new workers is complete.

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2. Employees with one (1) year and one (1) day through four (4) years: Fifteen (15) working days vacation per year.

3. Employees with five (5) years and one (1) day through sixteen (16) years: Twenty (20) working days vacation per year.

4. Employees with seventeen (16) years and one (1) day and over: Twenty-six (26) working days vacation per year. Those employees, who at the date of signature of this Agreement, are receiving thirty (30) working days vacation per year will continue to receive such vacation.

C. Vacation leave may be taken one (1) or more days at any given time pending staffing needs and upon request, providing such written request is received and approved not less than one (1) week prior to the vacation leave.

1. In the event of conflict over a vacation period, the choice of vacation shall be granted on the basis of seniority, except in the event of failure of an employee to give prior notification. 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.

2. 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 an additional day's pay or another day off at the discretion of the Department Director.

3. 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.

4. 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 one year's time into the next succeeding year only.

5. Written request to your supervisor for vacation time will be three (3) days in advance.

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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.

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 endangers the health of other employees
3. Where a member of the employee's immediate family is critically ill or disable.
4. For medical/dental examinations or treatment for which arrangements cannot be made outside of working hours.

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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 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 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 retirement approval, payable as soon after the effective date of their retirement as possible.

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. With twenty-five (25) years of service, a bonus of up to eighty (80) days of sick time will be added to the buy-out, based upon the hourly rate at the time of retirement.

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ARTICLE XV

PAID LEAVES OF ABSENCE

A. Personal Leave

Each employee covered by the Agreement shall be entitled to four (4) non-accumulative personal days per calendar year. This provision shall not apply to any matter arising out of the bargaining relationship between the City and the Union.

B. NJ Department of Personnel Examination

Employees shall be allowed to take time off with pay to take open competitive and promotional examinations offered by the NJ State Department of Personnel system.

C. Workers 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

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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.

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

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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

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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.

D. Military Leave

Employees shall be entitled to military leave in accordance with applicable federal and state statutes and regulations.

E. Jury Duty

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

F. Bereavement Leave

In the event of a death of the employee's father, mother, sister, brother, spouse, child, mother-in-law, father-in-law, grandparents, grandchild, and members of the family living in the employee's household, the employee shall be entitled to two (2) calendar days of leave with pay from day of death.

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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 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 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

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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 Personnel Director

F. Union Convention

Union members from Local 3474, Local 3474A, and Local 3474B who are elected to attend State, Council, and/or International Union conventions will be permitted time off without loss of leave time or pay to attend such conventions. The total number of days granted for such purpose shall not exceed fifteen (15) days per year in the aggregate for all three units.

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ARTICLE XVII

HEALTH INSURANCE

A. Hospitalization

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

2. The City shall pay the cost of the drug-prescription plan currently in effect for full-time employees and their eligible dependents, subject to paragraph I of this Article. The current drug-prescription plan provides for a \$00.00 co-pay for generic drugs and a \$5.00 co-pay if no generic drug is available.

3. The City shall pay the full cost of the dental plan for full-time employees and their eligible dependents. Effective January 1, 2000, there will be an 80/20 Dental Plan, and employees enrolled in plan will pay one-half (1/2) of the monthly increase of the premium.

4. The City shall pay the full cost of an optical plan for full time employees. Effective July 1, 2003, the optical plan shall increase to provide a fifty dollar (\$50.00) allowance for eye examinations a fifty dollar (\$50.00) for frames/lenses. Bargaining unit employees shall be entitled to this benefit every other year as in the current plan.

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5. Employees shall first become eligible for insurance coverage provided in this Article, Section A1, 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/or presently in effect (as defined in Section A, Section F, and/or Section H of this Article) are substantially equivalent.

B. HOSPITAL, MEDICAL DENTAL & DRUG PRESCRIPTION - RETIREES

1. The City shall pay the cost of hospital, medical, dental and drug-prescription coverage for the individual employee, spouse, dependent unmarried children under the age of twenty-six (26) 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 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 years continuous service with the City.

d. The provisions of Sections A & B shall cease when any of the following occur:

1. Spouse dies
2. Spouse remarries
3. Spouse reaches 65 years of age

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-six (26) 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. Spouses reaches age 65

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

5. The provisions of this Section B are subject to the rules and regulations of the carrier and the Public Employees Retirement System, Division of Pensions.

6. Retiree contributions to insurance premiums will be in accordance with applicable law.



D. MISCELLANEOUS

The City shall pay one-half the cost of medical and hospital, insurance for the spouses and eligible dependents of employees who die while not on duty. Effective January 1, 1990, the City shall pay the cost of the afore-mentioned insurance.

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.

F. Effective as soon as possible after the signing of this Contract, the Traditional Plan will be eliminated, and employees in that Plan will move to the PPO Plan. The Personnel Department will notify the affected individuals.

G. 1. Effective as soon as possible after the signing of this Contract, the coverage of brand name prescription drugs to employees and their dependents under the prescription plan shall be subject to a medical necessity requirement. That requirement shall be deemed satisfied in the event that a prescribing physician certifies on a form agreed to by the parties that the prescribed brand name prescription drug(s) are medically necessary for the patient employee or dependent. A copy of that form will be attached to this Agreement.

2. If an employee or eligible dependent submits a prescription for a brand name drug to the pharmacy without the signed form from the doctor stipulating that the brand name

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prescription is medically necessary, the prescription will be filled as written, and there will be a 10-day grace period for the employee to submit the required form.

H. The Union agrees to allow the City to change from a self-insured insurance program to the SHBP provided all SHBP plans are made available to bargaining unit members. Should the City provide prescription coverage through SHBP, the prescription coverage will be that provided under NJ Direct 10/15. (A document delineating the 2016 Prescription Co-pays under the SHBP BJ Direct 10/15 plan is attached to this Agreement for the parties' reference). If, at the time the City decides to move to the SHBP, the Direct 10 plan has been eliminated from SHBP or the benefit levels have significantly changed based on the benefit levels in effect at the time the Memorandum of Agreement was ratified, the City and the Union will negotiate prior to making the change to SHBP.

I. All insurance shall be provided in accordance with P.L. 2011, Chapter 78. When employee contributions to benefits become negotiable for the successor agreement, the starting point for the parties' proposals to increase, decrease, or otherwise modify the contributions will be the present level of contributions.

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ARTICLE XVIII

WAGES

A. 1. Effective retroactive to July 1, 2014, there shall be an across-the-board wage increase of 2.0% for each employee, with the following exceptions: (a) Employees with a base salary of \$29,000 or less will receive a \$1,000 increase instead of the 2%; and (b) Employees with a base salary of more than \$29,000 but less than \$29,412 will receive an increase that is equal to the dollar amount that would raise their base salary to \$30,000. The minimum salary shall be increased to \$26,000.

2. Effective retroactive to July 1, 2015, there shall be an across-the-board wage increase of 2.0% for each employee, with the following exceptions: (a) Employees with a base salary of \$29,000 or less will receive a \$1,000 increase instead of the 2%; and (b) Employees with a base salary of more than \$29,000 but less than \$29,412 will receive an increase that is equal to the dollar amount that would raise their base salary to \$30,000. The minimum salary shall be increased to \$27,000.

3. Effective retroactive to July 1, 2016, there shall be an across-the-board wage increase of 2.0% for each employee, with the following exceptions: (a) Employees with a base salary of \$29,000 or less will receive a \$1,000 increase instead of the 2%; and (b) Employees with a base salary of more than \$29,000 but less than \$29,412 will receive an increase that

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is equal to the dollar amount that would raise their base salary to \$30,000. The minimum salary shall be increased to \$28,000.

4. Effective July 1, 2017, there shall be an across-the-board wage increase of 2.0% for each employee, with the following exceptions: (a) Employees with a base salary of \$29,000 or less will receive a \$1,000 increase instead of the 2%; and (b) Employees with a base salary of more than \$29,000 but less than \$29,412 will receive an increase that is equal to the dollar amount that would raise their base salary to \$30,000. The minimum salary shall be increased to \$29,000.

5. Effective July 1, 2018, there shall be an across-the-board wage increase of 2.0% for each employee, with the following exceptions: (a) Employees with a base salary of \$29,000 or less will receive a \$1,000 increase instead of the 2%; and (b) Employees with a base salary of more than \$29,000 but less than \$29,412 will receive an increase that is equal to the dollar amount that would raise their base salary to \$30,000. The minimum salary shall be increased to \$30,000.

6. The retroactive increases for 2014-15, 2015-16 and 2016-17 will also apply to any overtime, longevity and shift differential for those years.

7. Payment of retroactive increases will be deferred, as follows: One-half of the retroactive monies will be paid within ninety (90) days of contract approval by the City

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Council and the State; one-half of the retroactive monies will be paid in July, 2017. Each bargaining unit member will be given a copy of the 3.75 Form showing a breakdown of the retroactive money due to them.

8. 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, 2014 and September 27, 2016, have retired, deceased, been laid off, or resigned in good standing (not in connection with any disciplinary charges).

9. A bargaining unit member eligible pursuant to paragraph 8 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.

10. 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 and 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

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pay period of July 2018, prior to the bargaining unit member's retirement date.

B. 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.

C. Out of Title Pay

Effective upon the signing of this Agreement, employees designated by their supervisor and verified by their Department Head to perform duties in a higher title will be compensated as follows: For the first five (5) working days per calendar year in the higher title, there will be no additional compensation. From the 6<sup>th</sup> working day to the 20<sup>th</sup> working day per calendar year, the employee will be compensated \$1,500 (pro rated), or 20% of the difference in wage rates between the two positions (pro-rated), whichever is greater, in addition to his/her regular pay. Beginning with the 21<sup>st</sup> working day per calendar year in the higher title, the employee will be compensated at the rate of pay of the higher title.

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ARTICLE XIX

LONGEVITY PAY

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

5 Years	-	2%
10 Years	-	4%
15 years	-	6%
20 Years	-	10%
25 years	-	12%

B. Effective July 1 2008, any person hired or promoted into this bargaining unit shall not be entitled to receive longevity. This provision shall not apply to any present employee promoted into this bargaining unit who is already entitled to receive longevity.

ARTICLE XX

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. All of 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.

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

4. The employee must first complete the Application for Tuition Reimbursement and submit it to his 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 percent (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/other incidental charges.

C. The City and the Union agree to discuss an Educational Incentive Program.

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ARTICLE XXI

AUTOMOBILE ALLOWANCE

The present automobile allowance program will continue for the life of this Agreement.

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ARTICLE XXII

LABOR MANAGEMENT COMMITTEES

A. Labor Management Committees

1. To facilitate communications between the parties and to promote a climate conducive to constructive employee relations, joint labor management committees shall be established at the departmental levels of operations to discuss important matters of mutual interest. The size of the committees shall be limited to the number of representatives needed to accomplish their objectives. Committee size shall be determined by mutually agreed upon local arrangement.

2. Such committees will meet as necessary, but at least quarterly. Written agenda will be submitted a week in advance of regular meetings. Special meetings may be requested by either party. An agenda will be submitted along with the request. Such special meetings will be scheduled as soon as possible.

3. Approved time spent in such meetings shall neither be charged to leave credits nor considered as overtime worked. Management shall make every effort to schedule meetings during reasonable hours without loss of pay.

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

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5. Labor management committee meetings shall be conducted in good faith. These committees shall have no power to contravene any provisions of this Agreement. Matters may be referred to and from the facility and departmental levels as necessary. The parties may issue joint meeting minutes and letters of understanding. Disagreements growing out of the implementation of memorandum or letters of understanding signed by the Director may be subject to the grievance procedure.

6. Staff representatives of Council 52 will render assistance to local joint committees on procedural and substantive issues as necessary to fulfill the objective of this Article and may participate in such meetings.

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ARTICLE XXIII

SEPARABILITY AND SAVINGS

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

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ARTICLE XXIV

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

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ARTICLE XXV

TERM AND RENEWAL

A. This Agreement shall be in full force and effect retroactively as of July 1, 2014 and shall remain in effect to and including June 30, 2019.

B. 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.

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

IN WITNESS WHEREOF, the parties have caused their names to be signed on the 28<sup>th</sup> day of January, 2017.

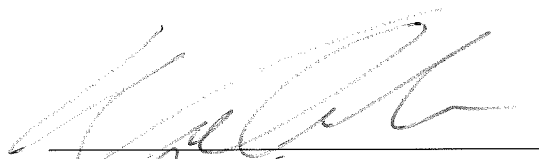
CITY OF PATERSON

AFSCME LOCAL 3474A

  
MAYOR

  
Amy L. Woodrow Staff Rep. AFSCME

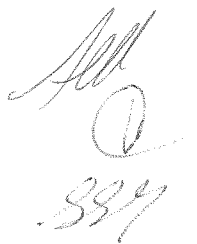
  
BUSINESS ADMINISTRATOR

  
President 3474

  
DIRECTOR OF PERSONNEL

ATTEST:

  
CITY CLERK

  
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# Resolution of the City of Paterson, N.J.

No. 38 ..... Res. # 16:779 ..... Date of Adoption OCTOBER 25, 2016 .....

Division ..... Factual Contents Certified By ..... Date 10/18/16

TITLE: **RESOLUTION APPROVING THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF PATERSON AND AFSCME COUNCIL 52, LOCALS 3474, 3474A, 3474B (SUPERVISORS) JULY 1, 2014 of Facts Set Forth JUNE 30, 2019 CONTRACT** Title Date 10/18/16

COUNCILPERSON **MARITZA PAVILA** ..... Introducing the Following Resolution: *STAR CORPORATION COUNSEL* Date 10/18/16

WHEREAS, the Collective Bargaining Agreement between the City of Paterson and AFSCME Council 52, Locals 3474, 3474A, 3474B (Supervisors) expired on June 30, 2014; and

WHEREAS, on September 27, 2016 the attached Memorandum of Agreement was entered into between the City and AFSCME Council 52, Locals 3474, 3474A, 3474B (Supervisors) for the contract period July 1, 2014 to June 30, 2019;

WHEREAS, the terms of this Memorandum of Agreement will be incorporated into the new Collective Bargaining Agreement; and

WHEREAS, it is the recommendation of the Administration that the attached Memorandum of Agreement be approved; and

**NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL** of the City of Paterson that the attached Memorandum of Agreement entered into between the City of Paterson and AFSCME Council 52, Locals 3474, 3474A, 3474B (Supervisors) be and is hereby approved to be incorporated into a new Collective Bargaining Agreement for the period from July 1, 2014 through June 30, 2019; and

**BE IT FURTHER RESOLVED** that the Mayor and City Clerk are hereby authorized to sign said agreement approved as to form by the Law Department; and

**BE IT FURTHER RESOLVED** that a copy of said Memorandum of Agreement be on file in the Office of the City Clerk.

STATEMENT OF PURPOSE

The purpose of this Resolution is to authorize a Memorandum of Agreement between the City of Paterson and AFSCME Council 52, Locals 3474, 3474A, 3474B (Supervisors), the terms of which are to be incorporated into a new Collective Bargaining Agreement for the period of July 1, 2014 through June 30, 2019.

SECONDED BY COUNCILPERSON .. DOMINGO "ALEX" MENDEZ .....

Do Not Use Space Below This Line

RECORD OF COUNCIL VOTE ON FINAL PASSAGE	AYE	MAY	ABSTAIN	ABSENT
1. COTTON, RUBY N.	X			
2. DAVILA, MARITZA	X			
3. JACKSON, MICHAEL	X			
4. KHALIQUE, SHAHIN	X			
5. MCKOY, WILLIAM C.	X			
6. MENDEZ, DOMINGO A.	X			
7. MORRIS, KENNETH				X
8. SAYEGH, ANDRÉ	X			
9. VELEZ, LUIS	X			

Adopted at a meeting of the Municipal Council of the City of Paterson, N.J., .. October 25, 2016 .....

..... Council President *William C. Mckoy* ..... Acting City Clerk  
 WILLIAM C. MCKOY ..... SONTIA L. GORDON  
 Form 1 This Resolution when adopted must remain in the custody of the City Clerk. Certified copies are available.