

AGREEMENT

between

THE

**CITY OF PATERSON
PASSAIC COUNTY, NEW JERSEY**

and

**LOCAL 2272
AMERICAN FEDERATION
OF
STATE, COUNTY,
AND
MUNICIPAL EMPLOYEES
AFL - CIO
(D.P.W. BLUE)**

JULY 1, 2011 - JUNE 30, 2014





New Jersey Council 52

American Federation of State, County, Municipal Employees, AFL-CIO

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TO: ALL MEMBERS OF AFSCME LOCAL 2272

Dear Brothers and Sisters:

In order for you to be fully aware of your rights under your AFSCME Contract, the Union has had this contract booklet printed for every member. This contract covers the period July 1, 2011 through June 30, 2014.

Keep your contract handy so that you can refer to it whenever there are any questions regarding your rights on the job.

Fraternally,

Richard Gollin
Executive Director

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PREAMBLE

This Agreement dated this 10th day of June, 2014, by and between the City of Paterson (hereinafter the "City") and Local 2272, American Federation of State, County and Municipal Employees, A.F.L. - C.I.O. (hereinafter the "Union"), is a successor Agreement to the Agreement by and between the parties, which expired June 30, 2011.

ARTICLE I

DURATION

A. This Agreement shall be effective from July 1, 2011 and shall remain in full force and effect until June 30, 2014.

B. This Agreement and its provisions shall be extended to remain in full force and effect during any extended periods of negotiations that take place on a new Agreement subsequent to this Agreement's expiration date.

C. By mutual agreement, any provisions of this Agreement may be reopened for purposes of negotiations.

ARTICLE II

RECOGNITION

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

ARTICLE III
BILL OF RIGHTS

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

1. An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this Agreement.
2. An employee shall be entitled to Union representation at each step of a disciplinary proceeding instituted pursuant to this Agreement in Article V. No employee shall be requested to sign a statement of an admission of guilt to be used in a disciplinary proceeding without having Union representation.
3. No recording devices of any kind shall be used during any disciplinary proceedings unless agreed to by all parties and each party receives a copy of the tape.
4. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his rights under this Agreement.

ARTICLE IV

GRIEVANCE PROCEDURE

A. PURPOSE

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

B. DEFINITION

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

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

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

4. Failure at any step of this procedure to communicate to the aggrieved employee of A.F.S.C.M.E. Council 52, Local

2272, 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 on the grievance to the next step within the specified time limits shall terminate the grievant.

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

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

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

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

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

10. All employees must be charged for disciplinary reasons (excluding criminal charges) within five (5) business days, with copies of the charges and specifications sent to Council 52.

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

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

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

Step 4. If the grievance is still unsettled, the Union may within twenty (20) days from the answer in Step 3 request arbitration. The arbitrator shall be selected in accordance with the rules of the Public Employment Relations Commission. The arbitrator shall have full power to hear the dispute and make a

final determination, which shall be binding on both parties. The fees of the arbitrator shall be borne by the City and the Union equally.

ARTICLE V

DISCHARGE AND DISCIPLINE

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

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

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

ARTICLE VI
UNION SECURITY

A. Bulletin Boards

The 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 A.F.S.C.M.E. number and/or Council 52, and/or A.F.S.C.M.E. International letterhead.

B. Access to Premises

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

C. Aid to Other Unions

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

D. Union Activities on City's Time and Premises

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

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

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

E. Contract Negotiations

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

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

F. 1. The President of the Union shall be assigned to duties which are consistent with his/her job classification. The assignment will not be of a punitive nature. The President of the Union, or his/her designee, although his/her primary obligation shall be to his/her job, shall be permitted to devote ten (10) hours each week without loss of pay, to pursue Union business on behalf of members of the bargaining unit, with prior

notice to the Supervisor then in charge, whenever necessary, provided no undue interference with City operations results therefrom.

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

ARTICLE VII

DUES DEDUCTION

A. The City agrees to deduct the annual dues of the Union in twenty-four (24) equal deductions from all employees who execute a written authorization pursuant 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 on a form provided by the Union. The list shall include new hires along with their home addresses, dates of hire, classification, status and whether they are terminated or on a 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 Johnson Avenue, Jersey City, NJ, 07304, monthly, by the 15th of the month following such deductions.

D. Dues deduction for any employee in the bargaining unit shall be limited to AFSCME, the majority representative, and employees shall be eligible to withdraw such authorization only as of July 1 of each year, provided the notice of withdrawal has been filed timely.

E. Representation Fee

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

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

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

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

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

6. The Union shall maintain a demand and return system as provided by N.J.S.A. 34:13A-5.4(2)(c) and (3) (1.1979, c.477). Membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available, the City shall immediately cease making said deductions.

F. 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 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.

ARTICLE VIII

NON-DISCRIMINATION CLAUSE

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

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

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

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

E. The Union agrees to adopt the City of Paterson Anti-Drug and Alcohol Policy.

F. The Union agrees to adopt the City Of Paterson's Drug & Alcohol Testing of employees required to maintain a commercial driver's license (CDL) and memorandum of 7-28-98 on Safety -- Sensitive Functions for CDL Equipment.

ARTICLE IX

PERSONNEL FILES

A. Evaluations

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

ARTICLE X

SENIORITY

A. Definition

1. Unit-wide seniority is defined as the length of time an employee has been continuously employed in any position, in this bargaining unit, as defined in Article II.

2. Division seniority shall be defined as the length of time an employee has worked continuously in a specific division with the Department.

3. Classification seniority shall be defined as the length of time an employee has worked continuously in a specific job title within the Department.

B. Application

1. Unit-wide seniority shall apply towards longevity payment and length of vacations.

2. Divisional seniority shall apply in the scheduling of vacation as herein provided.

C. Exception

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

D. Seniority Lists

A copy of the seniority list shall be furnished by the employee to the Local Union every six (6) months. The seniority list shall show the names, job titles and date of hire of all employees in the bargaining unit and shall be posted by the Union on all bulletin boards.

E. Breaks in Continuous Service

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

F. Posting

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

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

b. Notice of all vacancies shall be posted on all bulletin boards for a period of not less than ten (10) calendar days and shall state the job classification, rates of pay, the nature of the job requirements, and whether such opening is of a permanent, provisional or temporary nature. Employees interested, including employees on lay-off, shall make a written request through the Director for such position.

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

a. Should such a promotion/vacancy be of a permanent nature, then the City shall fill such positions from the appropriate Civil Service Eligibility List. Candidates whose names appear on an established promotional list shall be offered such positions until the entire list is exhausted before any other considerations are made.

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

3. a. Provisional promotions and/or vacancies shall be filled from among those employees who apply and meet the requirement of the job. If all other factors as determined in the sole discretion of the City such as experience, qualifications, licenses, military duty, discipline, attendance,

etc., are equal, then the most senior employee will receive the position.

b. Any employee selected in accordance with the above procedure shall undergo a trial period of not less than thirty (30) days, but no more than three (3) months. If such employee does not meet the requirements or responsibilities of the position during the trial period, he/she shall be restored to his/her former position with no loss of seniority.

4. Positions so filled in accordance with Article X, Section F.2 shall be posted by the City on all bulletin boards within two (2) work days of the selection, listing the names of the employees appointed/selected and shall remain posted for a period of at least ten (10) work days.

G. 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 at least two (2) weeks prior to the date such actions is to be taken.

2. When such action takes place, it shall be accomplished by laying off any temporary and probationary employees first. Should it be necessary to further reduce the work force, then regular employees shall be laid off in the inverse order of seniority.

3. The 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 Civil Service regulations.

5. When an employee is laid off due to a reduction in the work force, he/she shall be permitted to exercise his/her unit-wide 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 than the employee he/she bumps.

H. Recall

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

2. Written notice of expiration of recall rights shall be sent to the employee at his/her last known address by registered/certified mail.

3. A copy of such notice shall be sent to the Union.

I. A list of vacation days, sick days and personal days shall be given every six (6) months to the Union President.

ARTICLE XI

TRANSFERS

A. Employees shall not be involuntarily transferred to other divisions or areas without prior discussion with the Union.

B. Employees displaced by the elimination of jobs through job consolidation (combining the duties of two (2) or more jobs), or the installation of new equipment, machinery, or the curtailment or replacement of existing facilities, may exercise, prior to the hiring of a new employee, their unit-wide seniority rights to transfer to any vacant job in the service of the City. An employee thus exercising his/her rights shall be given any reasonable training needed to perform the job. Where no employee with the requisite seniority desires to transfer, the City agrees to train any other employee desiring such transfer to fill the vacancy.

ARTICLE XII
HOURS OF WORK

A. Work Week

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

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

B. Work Day

The work day shall be either:

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

C. Work Schedule

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

D. Rest Periods

1. All employees shall be entitled to two (2) ten (10) minute rest period for each full shift. An employee who works a half-shift shall be entitled to one (1) ten (10) minute rest period in each working day. Smoking breaks are included in the definition of "Rest Period". Smoking breaks are not in addition

to the "Rest Period" provided herein. Abuse of this provision will lead to disciplinary action.

2. Employees required to work beyond their regular quitting time shall receive an additional ten (10) minute rest period for each half-shift.

3. Employees, where appropriate, shall be granted a ten (10) minute clean-up period prior to the end of each shift.

E. Reporting Time

1. Any employee who presents himself/herself for work as scheduled shall be assigned, whenever possible, work on the job for which he/she was scheduled to report.

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

F. Call Time

1. An employee called for emergency duty, in addition to or outside of his/her regular scheduled shift, shall be paid for a minimum of three (3) hours at a rate of time one-half ($1\frac{1}{2}$), so long as said "call-in" is not contiguous with the employee's regular work shift.

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

G. Overtime

1. Employee covered by this Agreement shall be paid at the rate of time and one-half (1 ½) for all hours worked in excess of either their regularly scheduled work week, or their regularly scheduled work day, except as provided in 2 and 3 below.

2. An employee required to work on the seventh (7th) day of the employee's work week shall be paid double the employee's hourly rate of pay for all hours worked.

3. An employee required to work on any legal holiday, for which he would ordinarily be off, shall be paid at the rate of two (2) times his/her hourly rate for all hours worked, in addition to his/her holiday pay.

H. Option to Work Overtime

1. The option to work overtime shall be given on a rotating basis in order of seniority among those employees able to perform the work. Overtime shall be voluntary. Should no employees volunteer, then the City shall assign overtime in inverse order of seniority.

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

a. If five (5) or more employees are assigned, the President of a Local shall also be assigned, or his/her designee.

b. If ten (10) or more employees are assigned, an inspector shall be assigned.

I. Standby Time

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

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

Holidays	Personal Days
Bereavement Days	Vacation Days
Sick Days	Jury Duty

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

L. 1. Any employee who is ordered to stay and work during a State of Emergency when other employees are sent home or allowed/ordered to stay at home with no loss of pay shall receive their full days' pay and, in addition thereto, compensation at the rate of one and one-half (1.5) times their regular base rate for all hours worked.

2. Any employee who is ordered into work during a State of Emergency when other employees are sent home or

allowed/ordered to stay at home with no loss of pay shall receive their full days' pay and, in addition thereto, compensation at the rate of one and one-half (1.5) times their regular base rate of pay for all hours worked, with a minimum of three (3) hours pay at the rate of one and one-half (1.5) times their regular base rate of pay.

ARTICLE XIII

HOLIDAYS

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

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Good Friday	Election Day
Memorial Day	Veteran's 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 ½) in addition to his/her regular holiday.

D. Recycling employees shall receive holidays on a prorated basis calculated by the number of regularly scheduled work hours divided by forty.

ARTICLE XIV

VACATION

A. 1. All employees in the bargaining unit hired before July 1, 2004 shall be entitled to paid vacation in accordance with the following schedule:

- a. From date of hire to one (1) year:
One (1) working day vacation per month
- b. Employees with one (1) year, but less than five (5) years;
Twelve (12) working days vacation per year.
- c. For employees with five (5) years, but less than ten (10) years:
Fifteen (15) working days vacation per year.
- d. For employees with ten (10) years, but less than fifteen (15) years:
Twenty-five (25) working days vacation per year.
- e. For employees with twenty (20) years or more:
Thirty (30) working days vacation per year.

2. All employees in the bargaining unit hired on or after July 1, 2004 shall be entitled to paid vacation in accordance with the following schedule:

- a. From date of hire to one (1) year:
One (1) working day vacation per month

- b. Employees with one (1) year, but less than six (6) years;

Twelve (12) working days vacation per year.

- c. For employees with six (6) years, but less than eleven (11) years:

Fifteen (15) working days vacation per year.

- d. For employees with eleven (11) years, but less than twenty-one (21) years:

Twenty-five (25) working days vacation per year.

- e. For employees with twenty-one (21) years or more:

Thirty (30) working days vacation per year.

B. Earned vacation leave shall be taken annually, any time between January and December 31, upon notification by an employee at least two (2) weeks prior to the start of said vacation.

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

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

3. An employee who is laid off, retired, separated or terminated by the City for any reason shall be paid for unused vacation accumulated at the time of separation.
4. Employees shall receive full vacation pay on the payday immediately prior to start of said vacation.
5. Employees with less than ten (10) years of service shall be granted vacation in blocks not to exceed three (3) weeks. Employees desiring to take vacation leave in a single day or days, schedules permitting, shall upon request to the Director of the Department at least two (2) weeks in advance, be permitted to take said vacation day or days.
6. Employees with ten (10) years or more of service shall be granted vacations in blocks of no less than two (2) days and no more than three (3) weeks.
7. Employees who, because of the pressure of work or special circumstances, are unable to use their accrued vacation may carry said vacation into the following year.
8. Employees unable to use their full accrued vacation, because of the City's inability or refusal to grant such vacation, shall by the termination of this Agreement, receive pay for all unused vacation.
- C. Recycling employees shall receive vacation days on a prorated basis calculated by the number of regularly scheduled work hours divided by forty.

D. 1. The Director of Public Works or designee must approve or deny vacation requests within seven (7) days of the commencement of the requested vacation period. Approval is at the sole discretion of the Director of Public Works, but shall not be unreasonably denied.

2. An unscheduled vacation day may be used after an extended shift, such as following a State of Emergency or Snow Removal shifts. However, the Director of Public Works or his designee shall have sole discretion as to whether or not to grant such a vacation request.

ARTICLE XV

SICK LEAVE

A. Employees shall be eligible for paid sick leave after thirty (30) 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 (1-1/4) days for each calendar month of service, not to exceed fifteen (15) working days per year. Sick leave shall be credited in full as of January 1 of each year. If an employee leaves the employ of the City during the year, sick leave shall be credited on a pro rated monthly basis during that 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.

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

1. Where exposure to contagious diseases endangers the health of other employees.

2. Where a member of the immediate family is critically ill or disabled.

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

E. Sick leave with pay which is in excess of accumulated

sick leave or which is advanced to any employee prior to accrual, may be granted with the approval of the Director of Public Works. If an employee has been paid more sick leave than he/she has earned or accrued at the time of separation or discharge, those days over and above his/her proper accrual may be deducted from his/her final paycheck.

F. 1. A doctor's note shall be required when an employee is out five (5) or more consecutive work days.

2. An employee must call in an absence the first day of sick leave as well as any other absence from work. If the illness continues for more than one day, the employee must call in the third day of the illness and must give an approximate date of return.

3. Any disregard to the above will be considered sick time abuse, and will be subject to the following disciplinary actions:

- a) First Offense - Written Notice
- b) Second Offense - (1) Day Suspension
- c) Third Offense - (2) Day Suspension
- d) Fourth Offense - (3) Day Suspension
- e) Fifth Offense - Dismissal

G. Recycling employees shall receive ^{SL} holidays on a prorated basis calculated by the number of regularly scheduled work hours divided by forty.

ARTICLE XVI

ACCUMULATED SICK LEAVE PAYMENT

A. 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 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 the 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. For employees with twenty-five (25) years of continuous service, a bonus of up to eighty (80) days of sick time will be added to the payout, based upon the hourly rate at the time of retirement.

ARTICLE XVII

PAID LEAVES OF ABSENCE

A. Funeral Leave

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

2. The Director of Public Works has the right to require documentation proving Domestic Partner/Civil Union or Legal Guardian status.

B. Personal Leave

1. An employee required by subpoena to attend a court suit to which he/she is not a party shall be entitled to personal leave not to exceed four (4) days per year.

2. In other instances where an employee is required to take time off for situations considered to be of personal nature, payment for such time, not to exceed four (4) days per year, may be granted upon request to the Director of the Department of Public Works.

3. In case of emergency a personal leave day will be granted without prior notice. In such case, the employee must provide to the City the reason for the personal leave request, and the City has the right to seek verification of said leave.

C. Union Leave

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

D. Civil Service Examinations

Employees shall be allowed to take time off with pay to take open competitive/promotional examinations offered by the N.J. Department of Personnel.

E. 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 six (6) months, 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 six (6) months.

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 six (6) months if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.

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

time. If the employee does not have enough accumulated time off, he or she shall be advanced sick time to cover the absence. If the employee leaves the employ of the City prior to reimbursing the City for such advanced time, the employee shall be required to reimburse the City for such advanced time.

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

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

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

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

7. In the event the City appointed physician certifies the employee fit to return to duty, injury leave benefits

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

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

F. Military Leave

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

ARTICLE XVIII

UNPAID LEAVES OF ABSENCE

A. Education

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

B. Extended Sick Leave

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

C. Maternity Leave

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

D. Union Business

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

E. Other Leaves of Absence

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

ARTICLE XIX

GENERAL PROVISIONS

A. Protective Clothing, Safety Equipment and Tools

1. The City shall provide all tools necessary to perform the tasks assigned. No employee will be required to use his/her own tools.

2. The City agrees to furnish the employee with rain wear, boots, gloves and hard hat. Coveralls shall be provided for the mechanics and painters.

3. If any equipment, tools, etc., break during their normal use, the employee shall bear no responsibility for said breakage. If said breakage is due to gross negligence, it shall be handled through the grievance procedure.

4. Mechanical Brooms

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

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

1. Make immediate and detailed investigations of each accident.

2. Develop data to indicate accident sources and injury rates.

3. Make inspections to detect hazardous or unsafe work methods or conditions, and recommend changes or additions to protective equipment or devices to eliminate such hazards.

4. Promote safety for workers and participate in making the Safety Program known to all workers.

5. Conduct meetings during working hours without loss of pay for this purpose.

6. Where an adequate number of employees are not assigned to work crews, it shall be brought to the attention of the Joint Safety Committee, which may recommend corrective action.

7. No employee shall be required to perform work that endangers his/her or another employee's health or safety or work under conditions which are in violation of any local, state or federal safety laws.

C. Pay Checks

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

2. Effective January 1, 2009, paychecks will be provided in envelopes to employees.

3. Effective no later than January 1, 2009, pay stubs will include a breakdown of how many hours in the pay period were worked and how many were taken in each leave category (such as sick leave, personal leave, bereavement leave, etc.).

D. Pre-retirement seminars and consultations with a health insurance representative will be made available to employees.

E. Recycling employees will be given priority for moving into vacant DPW positions over non-bargaining unit candidates, assuming the City determines that the individual has the skills to perform the job.

F. DPW time sheets will be brought into alignment with the timesheets of other City employees.

ARTICLE XX

HEALTH INSURANCE

A. Hospitalization-Medical, 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 current benefits at 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 the 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 will pay half the cost of the increased monthly premium for the improved dental plan. The City will pay one-half of the increased premium.

4. The City shall pay the full cost of an optical plan for full time employees only. Effective retroactive to July 1, 2003, the optical plan shall be increased to provide \$50.00 for an eye examinations and \$50.00 for frame/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 coverage provided in this Article 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 Dental and Drug-Prescription - 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.

2. Any retired member of the bargaining unit covered under the provisions of this section taking employment with any other employer 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 and drug-prescription insurance plans, 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.

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.

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. Spouses 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.

ARTICLE XXI

LABOR-MANAGEMENT COMMITTEES

A. Labor-Management Committees

1. To facilitate communication between the parties and to promote a climate conducive to constructive employee relations, joint labor-management committees shall be established at the departmental levels of operations to discuss important matters of mutual interest. The size of the committees shall be limited to the number of representatives needed to accomplish their objectives. Committee size shall be determined by mutually agreed upon local arrangement.
2. Such committees will meet as necessary, but at least quarterly. Written agenda will be submitted a week in advance of regular meetings. Special meetings may be requested by either party. An agenda will be submitted 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 and joint labor management committees will meet quarterly.
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.

6. Disagreements growing out of the implementation of memoranda or letters of understanding signed by the Director may be subject to the grievance procedure.

7. 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.

B. Work Rules

1. Proposed new rules or modifications of existing rules shall first be discussed with the Union representative before they are established.

2. Supervisors shall not work overtime where non-supervisory employees are available, except in the case of emergency, or the inability of the employee to work overtime if the City is unable to contact employees.

3. An employee required to work outside of his/her specific job classification, more than eight (8) hours in one (1) work week, shall receive his/her rate or the rate for the job, whichever is greater.

ARTICLE XXII

SALARIES & WAGES

A. Bargaining unit members other than recycling employees shall receive the following salary increases:

1. Retroactive to July 1, 2011, any employee in the union earning less than \$25,000.00 in base salary shall have their base salary increased to \$25,000.00. Any union employee possessing a CDL license and earning less than \$25,000.00 after deducting their \$1,500.00 CDL license compensation shall then have their \$1,500.00 CDL license compensation added on top of the aforementioned \$25,000.00 base salary adjustment. This additional CDL compensation shall be added as previously stated, then resulting in a new base salary of \$26,500.00. Any union employee not possessing a CDL as of July 1, 2011, but who previously earned above \$25,000.00 shall receive no salary increase in the 2011-2012 contract year. All employees possessing a CDL as of July 1, 2011 and earning above \$26,500.00 shall also receive no salary increase in the 2011-2012 contract year.

2. Retroactive to July 1, 2012, the base salaries of the bargaining unit employees, including recycling employees, shall be increased by two percent (2.0%). The total amount of money yielded from the two percent (2.0%) base salary increase shall be divided amongst: (1) the employees who received no increase

in the 2011-2012 contract year; (2) those employees who were not possessing a CDL license and who were earning between \$24,000.00 and \$25,000.00 on June 30, 2011; and (3) those employees who were possessing a CDL and were earning between \$25,500.00 and \$26,500.00 on June 30, 2011. Any employee who received an increase for the 2011-2012 contract year pursuant to Section A1, other than the employees who meet the criteria described in the previous sentence, shall receive no increase for the 2012-2013 contract year.

3. Retroactive to July 1, 2013, the base salaries of the employees shall be increased by two percent (2.0%). All employees are eligible and shall receive this two percent (2.0%) increase.

B. Recycling employees shall receive the following salary increases:

1. Retroactive to July 1, 2011, the starting hourly rate shall be increased to \$12.02 and the hourly rate for all recycling employees shall be increased to \$12.02.

2. There shall be no salary increase for the 2012-2013 contract year.

3. Retroactive to July 1, 2013, the base salary of all recycling employees shall be increased by two percent (2.0%).

C. Retroactive to July 1, 2011, the minimum salary for all employees not possessing a CDL license will be \$25,000.00

and \$26,500.00 for employees possessing a CDL license.

D. HOLD BACK - The parties agreed to allow the City of Paterson to initiate a one-time only two week hold back of pay. The City shall pay this two week hold back to the employee at his/her prevailing rate of pay as part of his/her last year's salary upon separation from his/her employment with the City.

E. Upon promotion of an employee a \$750.00 increase will be given. After a 90-day working test period, and after a successful evaluation, another \$750.00 increase will be given.

F. Employees who work the 2nd shift, 4:00 p.m. to 12:00 p.m., and third shift, 12:00 p.m. to 8:00 a.m., will be paid a three per cent (3%) differential. This does not apply to any employee who is assigned the 1st shift and is working overtime, emergencies, snow plowing, etc.

G. Any employee who is required by the Department of Public Works to drive a vehicle that requires a CDL license will be compensated with no less than \$1,500.00 added to the employee's base salary.

ARTICLE XXIII

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	=	8%
20 Years	=	10%
25 Years	=	12%

B. Employees hired on or after January 1, 2009 will not be eligible for longevity pay. Recycling employees hired on or before January 1, 2009 who subsequently move into a full-time DPW position will be eligible for longevity pay.

ARTICLE XXIV

UNIFORM ALLOWANCE

A. 1. Every employee shall receive a uniform allowance and will be in uniform as directed by the Director of Public Works. The uniforms for the employees will be paid by the employees. Also, uniforms will be maintained by use of the uniform allowance.

2. The Inspectors sub-group of bargaining unit employees may be allowed to wear "Cargo Shorts" or "Shorts" each year from April 1st through September 30th on days deemed uncomfortably or excessively hot, determined at the sole discretion of the Director of Public Works. The exact type and standard of "Shorts" to be worn must be designated by, and previously approved by the Director of Public Works.

B. The uniform allowance is \$1,200 for every employee on the payroll, to be paid in two (2) equal installments in January and July.

ARTICLE XXV

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 XXVI

TERMINATION OR MODIFICATION OF THE AGREEMENT

This Agreement shall remain in full force and effect through June 30, 2011. Not less than 120 days prior to the City's budget submission date or 90 days prior to the expiration of this Agreement, whichever comes first, either party desiring termination or modification shall make known its desires in writing to the other party. If neither party shall give notice, this Agreement shall continue in full force and effect. If either party shall give such notice, then negotiations shall commence no later than 90 days prior to the expiration date.

IN WITNESS WHEREOF, the Union and the City have executed this Agreement this 10th day of June, 2014.

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

CITY OF PATERSON

A.F.S.C.M.E. LOCAL 2272

MAYOR

Michael Jackson
Michael Jackson

BUSINESS ADMINISTRATOR

Seth Gollin
Seth Gollin

Asst. *Betty Kuyala*
DIRECTOR OF PERSONNEL

John Ellman
CITY CLERK