

AGREEMENT BETWEEN
THE CITY OF PASSAIC, NEW JERSEY
AND
THE PASSAIC EMPLOYEES ASSOCIATION SUPERVISORY UNIT

JULY 1, 2003 THROUGH JUNE 30, 2006

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PREAMBLE

This Agreement, effective the 1st day of July 2003, by and between the City of Passaic, in the State of New Jersey, (hereinafter referred to as the "City" or the "Employer,") and the Passaic City Supervisory Employees Association, (hereinafter referred to as the "Association").

ARTICLE I
RECOGNITION

A. The City hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for the following full-time supervisory employees of the City.

B. The following titles shall be included in the bargaining unit:

Assistant Public Works Superintendent

Chief Sanitary Inspector/Environmental Sanitarian

General Supervisor, Public Works

Parking Enforcement Officer/Supervisor Trees

Supervisor of Parks

Supervisor of Public Works

Municipal Recycling Coordinator

Deputy Municipal Court Administrator

Supervisor of Senior Citizen Activities

B. Unless otherwise indicated, the term “employee” or “employees” when used in this Agreement refers to all persons represented by the Association in the above-defined negotiation unit.

ARTICLE II

DUES DEDUCTION

- A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9e, as amended.
- B. A check-off shall commence for each employee who signs an authorization card, supplied by the Association and verified by the Business Administrator or his designee during the month following the filing of such card with the City.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the City written notice thirty (30) days prior to the effective date of such change and shall furnish to the City either new authorizations from its members showing the authorized deduction for each employees, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such change deduction.
- D. The Association will provide the necessary "check-off" authorization forms and the Association will secure the signatures of its members on the forms and deliver the signed forms to the City's Business Administrator, or his designee.
- E. Any such written authorization may be withdrawn at any time by filing of notice of such withdrawal with the Business Administrator, or his designee. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e as amended.
- F. The City agrees to deduct the fair share fee from the earnings of those employees hired on or after the signing of this Agreement, who elect not to become members

of the Association, or employees who are presently or subsequently become members of the Association and subsequently withdraw from the Association, and transmit the fee to the majority representative.

- G. The deductions shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Relations Commission.
- H. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the costs of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.
- I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the City.
- J. The Association shall establish and maintain a procedure whereby an employee can challenge the assessment as computed by the Association. This appeal

procedure shall in no way involve the City or require the City to take any action other than to hold the fee in escrow pending resolution of the Appeal.

- K. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the City or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

ARTICLE III

VISITATION

- A. The duly authorized officers and/or business representatives of the Association shall be permitted on the City premises during working hours for the purpose of adjusting complaints, processing grievances, or ascertaining whether this Agreement is being performed; provided, however, that they are in no way interfering with the conduct of the City's business. The City, if it so chooses, shall have one of its representatives accompany the business representative while on the premises.
- B. Prior to the time of entering the City's premises, the business representatives shall secure prior authorization from a representative designated by the City. The business representative shall conduct himself properly while on City premises.
- C. In any instance where the Business Administrator or his designee, or any other department head, of the City of Passaic and the Union shall scheduled a meeting with regard to negotiations or other contract-related matters during the normal work period, the Negotiating Committee of the Association shall be permitted leave time to attend that meeting without loss of time or pay.

ARTICLE IV

SHOP STEWARD

- A. The City recognizes the right of the Association to designate a reasonable number of stewards and alternates and grievance committeemen to represent the Association and the employees covered by this Agreement. The Association shall furnish the City with the names of the stewards and the alternates and the grievance committeemen and will notify the City of any changes.
- B. The authority of the stewards and grievance committeemen so designated by the Association shall be limited to, and shall not exceed the following duties and activities:
 - 1. The investigation and presentation of grievances in accordance with the provision of this Agreement. If both parties agree that it is necessary for a steward or grievance committeemen to perform any of such duties during his working time, the steward or grievance committeemen shall be released from work by his supervisor as soon as convenient to the City and only to the extent necessary to make this investigation and for conferring with the City's representative;
 - 2. The transmission to the City's representative of messages and information which shall originate with and are authorized by the Association or its officers;
 - 3. Otherwise the steward or grievance committeemen shall be required to perform his duties in the same manner and to the same extent as other employees.
- C. Any settlement of a question by the steward or grievance committeemen and the supervisor of an employee involved in a dispute shall be reviewable by the City

and the Association at the request of either, and no such settlement shall establish a precedent or conflict in any manner with the provision of this Agreement.

ARTICLE V

GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the department.
- C.
 - 1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements and administrative decision affecting them. With regard to the City, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.
 - 2. With respect to employee grievances, no grievance may proceed beyond Step Three herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Three herein.

- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

STEP ONE:

The aggrieved or the Association shall institute action in writing under the provisions herein within ten (10) working days after the event giving rise to the grievance. An earnest effort shall be made to settle the differences between aggrieved employees and the immediate supervisor or the purpose of resolving the matter informally. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

STEP TWO:

If no agreement can be reached within five (5) working days of the initial discussion with the supervisor, the employee or the Association may present the grievance in writing within five (5) working days thereafter to the department director or his designated representative. The written grievance at this step shall contain the relevant facts and a summary of the summary of the preceding oral discussion, the applicable section of the contract violated, and the remedy requested by the grievant. The department director or his designated representative will answer the grievance in writing within five (5) working days of receipt of the written grievance.

STEP THREE:

If the Association wishes to appeal the decision of the department director, such appeal shall be presented in writing to the Business Administrator within five (5)

working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Business Administrator or his designee shall respond, in writing, to the grievance within ten (10) working days of the submission.

STEP FOUR:

If the grievance is not settled through Steps One, Two and Three, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the Arbitrator shall be borne equally by the City and the Association. Any other expense, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

- E.
 - 1. The parties direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
 - 2. The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding.
- F. In the event the aggrieved elects to pursue remedies available through the New Jersey Department of Personnel, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days

after the decision rendered by the Business Administrator or his designee on the grievance. In the event the grievant pursues his remedies through the New Jersey Department of Personnel, the arbitration hearing, if any shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Association.

- G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.
- H. The Association and the City shall be limited to placing one (1) issue before an Arbitrator at any time. Arbitrators shall be prohibited from hearing more than one (1) grievance except by mutual agreement of the parties.
- I. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations until such grievance has been fully determined.

ARTICLE VI

MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority 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 State, 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, to be determined by the City.

2. To make rules of procedure and conduct, to introduce new or 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 amends 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 notice thereof to the employees 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 good and just cause according to law.

6. To layoff 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 reasons.

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

8. 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 the discretion in connection therewith, shall be limited only to 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.

B. 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 or local laws or regulations.

ARTICLE VII

SALARIES

- A. Effective July 1, 2003, through June 30, 2004, a three (3%) percent increase on base salary.
- B. Effective July 1, 2004, through June 30, 2005, a three (3%) percent increase on base salary.
- C. Effective July 1, 2005, through June 30, 2006, a three (3%) percent increase on base salary.
- D. The City reserves the right to determine salary ranges. It is understood that the present minimums and maximums will be increased by at least the aforesaid increases. Compensation for part-time positions held by full-time employees shall also be increased by the amount specified in subsections A-C herein.
- E. The starting salary for each officer and employee shall be the minimum of the salary range for the particular office or position and the respective range shall accrue and become payable in six (6) annual increments for white collar employees.
- F. Employees salaries are predicated on varying work weeks depending upon the job assignment.
 - (a) Unit employees assigned to position under the Police Department and Municipal Court shall work a thirty-five (35) hour week, Monday through Friday, 8:00 A.M. to 4:00 P.M.

(b) Unit employees whose responsibilities come under the purview of the Department of Public Works shall work a forty (40) hour week, Monday through Friday, 7:30 A.M. to 4:00 P.M.

(c) All other unit employees shall work a thirty-two and one-half (32.5) hour work week, Monday through Friday, 8:30 A.M. to 4:00 P.M. If any employee shall be involuntarily transferred or assigned to a position requiring more hours, such employee shall be permitted to continue working the lesser hours or be paid at his/her regular hourly rate for the additional time, at the option of the City.

ARTICLE VIII

SUPPLEMENTAL COMPENSATION UPON RETIREMENT

- A. Each employee shall be entitled, upon retirement, for service and age or disability, from a state administered retirement system to receive a lump sum for earned and unused accumulated sick leave which is credited to him/her on the effective date of his/her retirement in the manner and to the extent provided for herein. Any employee who elects a deferred retirement benefit shall not be eligible for such supplemental compensation payment.
- B. Such supplemental compensation payment shall be computed at the rate of one-half (.5) of the eligible employee's daily rate of pay for each day earned and unused accumulated sick leave based upon the employee's average annual compensation received during the last year of his employment prior to the effective date of his retirement except as set forth in Section H thereof and provided, however, that no such lump sum supplemental compensation payment shall exceed the maximum as set forth in Section G hereof, except for an employee who shall elect to collect a portion of such monies in the ensuing year, the City will pay two (2%) percent interest on that portion thereof. Payments shall be not less than \$3,250.00 per year plus interest on the balance, whichever is lesser, and will be made annually during the month of December, commencing the year of retirement. Upon death of the employee, the remaining unpaid annuity shall be tendered to his or her estate.

- C. The lump sum supplemental compensation provided herein for accumulated sick days shall in no way affect, increase or decrease any pension or retirement benefits to such retired employee.
- D. An employee who incurs a separation in the service for any reason except that due to temporary lay-off shall have his accumulated sick leave computed only from the date of return of employment.
- E. In the event of an employee's death after the effective date of retirement or before payment is made, the payment shall be made to his estate.
- F. The supplemental compensation upon retirement benefit shall apply also to the benefit of the estate of any unit employee who dies while in the employ of the City.
- G. The maximum benefit to be paid under this section, exclusive of earned interest as set forth in Section B hereof, shall be \$13,000.00.
- H. Effective April 28, 1987, new employees entitled to supplemental compensation shall have such compensation computed on a yearly basis with the value of each day based upon the wage rate prevailing for each year and not a final rate. Moreover, when an employee covered by this section shall require use of banked sick time, such days as shall be deducted from the most proximate year from which such days are available.

ARTICLE IX

TEMPORARY LEAVES WITH PAY

A. PERSONAL BUSINESS

1. Permanent employees covered by this Agreement shall be entitled to receive two (2) days leave of absence with pay during the contract year to attend to necessary personal business.
2. Requests for such leave must be filed within three (3) days in advance with the Department Head on a form prescribed by the City. All leaves are subject to the approval of the Department Head. No personal leave day with pay shall be granted immediately before or after any holiday, except for good and substantial reason, and the granting of any personal leave day shall be subject to scheduling requirements of the department as determined by the Department Head. Requests for such leave will not be unreasonable denied.
3. Up until December 31, 1996, any personal leave days not used by any employee shall not accumulate from year to year, but shall be paid for by the City and be included in the employee's final paycheck for the year.
4. Personal days not used by any employee shall not accumulate from year to year. If the employee has one or more personal days remaining at the end of the year, the employee shall be paid for one (and only one) personal day, which will be included in the employee's final paycheck for that year. If more than one personal day remains at the end of the year, any amount more than one will be lost.

B. Death in the Family

1. In the event of a death in the employee's immediate family, the employee shall be granted time off without loss of pay, but in no event to exceed five (5) consecutive working days, one (1) of which shall be the day of death or day of funeral.

2. The term "member of the immediate family" utilized herein shall mean father, mother, spouse, child and foster-child.

3. Employee may utilize three (3) working days of bereavement leave for the death of a sister, brother, grandparents, or grandchildren of the employee.

4. The employee may utilize one working day of bereavement leave for the death of parent-in-law, brother or sister-in-law.

C. Seminars and Conventions

Subject to prior approval by the Department Head and Business Administrator, the City agrees to allow temporary leave with pay to employees for the purpose of attending seminars and conventions. The decision of the Department Head and Business Administrator shall be final and shall not be subject to the grievance procedure.

D. None of the leaves referred to in this Article will be charged to the Employee's sick leave.

ARTICLE X

LONGEVITY

A. The following is the longevity schedule:

Upon completion of 5 years	2% of base salary
Upon completion of 10 years	4% of base salary
Upon completion of 15 years	6% of base salary
Upon completion of 20 years	10% of base salary
Upon completion of 25 years	12% of base salary
Upon completion of 30 years and thereafter	14% of base salary

B. Employees hired after December 1, 1981 shall max out at 12% longevity.

C. Longevity will be paid on the same basis and in the same fashion as heretofore.

D. Employees hired after December 1, 1993, shall not be entitled to longevity.

ARTICLE XI

INSURANCE

A. Health Benefits:

1. All employees covered by this Agreement and eligible members of their immediate families, shall be covered by the following health benefit plans currently in effect, the premiums of which shall be paid by the City: medical/surgical plan, dental plan, vision plan and prescription plan.

2. Upon ratification of this Agreement, dental, vision and prescription plans for dependents of new hires will be paid for by the City effective on the 4th anniversary of employment. The employee retains the option to pay for the coverage during their first three (3) years of employment at the City's premium cost.

3. The prescription plan shall be a ten (\$10.00) dollar co-payment for brand name drugs per prescription and a zero (\$0.00) dollar co-payment for generic drugs per prescription with no dollar cap.

4. The City agrees to offer to all employees and the eligible members of their immediate families Group Life Insurance, the employee to pay the cost of said premiums, subject to the carrier's requirements and restrictions.

B. Health Benefits for Retirees

1. Excluding the Dental Insurance Care, Prescription Plan, Vision Plan and Life Insurance Program mentioned above in Section A, the City agrees to pay the premiums for such health benefit insurance as shall be in effect at the time of

retirement for all retired employees who have completed on retirement Twenty-five (25) years of service to the Public Employee Retirement System, including the employees who retired on disability pensions based on fewer years of service granted in such retirement systems.

2. It is further understood that the premium to be paid shall include the employee's spouse.

C. 1. The City of Passaic shall have the right to undertake a self-insurance program which would cover medical and surgical benefits for employees covered by this Agreement. Any medical or surgical self-insurance plan or program which the City of Passaic may establish or join shall provide benefits which are equal to or better than the benefits available to employees covered by this Agreement under the Medical/Surgical and Dental plan currently in effect.

2. In the event the City determines to change insurance carriers or to self-insure for any of the insurance programs, the Association shall have the right of consultation and discussion prior to adoption and implementation.

ARTICLE XII

OVERTIME

- A. "Overtime" is defined as time worked by any employee in excess of his regular work day or regular work week. Overtime shall be compensated for as provided herein. An employee's current regular work day or current regular work week shall be utilized for the purpose of determining overtime payments throughout the period of this Contract.
1. **Non-Supervisory Employees:** Work in excess of regular work day or regular work week: at one and one half (1.5) times the employee's regular hourly rate for the work done.
 2. **Supervisory and Salaried Employees:** Salaried employees as set forth in Schedule A of this Agreement shall have received an adjustment of not less than \$1,800.00 to their base salary at the time of designation in lieu of overtime pay or compensatory time allowance for overtime worked. Such adjustment shall be mutually agreed upon. Once made a part of the employee's salary, such sum shall be subject to all annual increases so long as the employee remains in a covered position.
- B. At the option of the City, and subject to the approval of the City Council, compensatory time accumulated by an employee may be paid for by the City at an amount mutually agreed upon between the Business Administrator and the Employee.

ARTICLE XIII

CALL-IN TIME AND BEEPER PAY

- A. An employee called in to work outside of his regularly scheduled hours shall be entitled to call-in pay in accordance with the following schedule:
1. Monday through Friday – Minimum of two (2) hours at time and one-half (1.5) rate of pay.
 2. Saturday – Minimum of four (4) hours at time and one half (1.5) rate of pay.
 3. Sunday and Holidays – Minimum of four (4) hours at double time rate of pay.
- B. The call-in provisions shall not apply when an employee is called to report early for his regular shift and works into his regular shift, or when an employee is held over on duty after his regular shift.
- C. If any DPW Supervisor is required to carry a beeper during the course of a year, said Supervisor shall receive one (1) compensatory day for that year. Use of such day must be approved by the Director.

ARTICLE XIV

LINE OF DUTY INJURY

- A. An employee who is temporarily disabled through injury as a result of his employment may be allowed special leave with pay for a period of up to one (1) year commencing with the date of injury, upon request of this Department Director, the recommendation of the Business Administrator and the approval of the Governing Body. The Business Administrator may make such recommendation only after presentation of satisfactory evidence of the nature of the disability and of its severity and duration, and after considering factors showing good reasons for the granting of such special leave, including among other things, the length of service of the employee, the employee's performance on the job, and the absence of any continued prior abuse of sick leave on the part of the employee. The decision to recommend and grant such leave shall be at the sole discretion of the City.
- B. Determination of the medical factors involved, including the issue of disability, the extent and duration of disability, and whether the disability is work connected shall be made by a physician chosen by the City. Physical examinations may be made periodically, and as often as the physician shall determine as being required.
- C. The special leave provided for herein shall not affect any sick leave accumulated by the employee receiving the special leave.
- D. Any wages to which an employee may be entitled pursuant to this Article XIV shall be reduced by the amount of any Workman's Compensation award made for temporary disability because of the injury requiring such leave.

- E. Neither this Article XIV nor the consideration of or granting of any special leave hereunder shall restrict the City from requesting at any time that the employee involved be retired for permanent disability pursuant to the applicable provisions of any Pension or Retirement Statute.
- F. The employee shall immediately notify his supervisor of any on-job injury.

ARTICLE XV

VACATIONS

- A. The vacation scheduled shall be as follows:
1. Initial year of employment – one (1) working day for each month of paid service;
 2. One (1) year to five (5) years, inclusive – twelve (12) working days of vacation per year;
 3. Six (6) years to seven (7) years, inclusive – thirteen (13) working days of vacation per year;
 4. Eight (8) years to nine (9) years, inclusive – fourteen (14) working days of vacation per year;
 5. Ten (10) years – fifteen (15) working days of vacation per year;
 6. Eleven (11) years to twelve (12) years, inclusive – sixteen (16) working days of vacation per year;
 7. Thirteen (13) years to fourteen (14) years, inclusive – seventeen (17) working days of vacation per year;
 8. Fifteen (15) years – eighteen (18) working days of vacation per year;
 9. Sixteen (16) years to eighteen (18) years, inclusive – nineteen (19) working days of vacation per year;
 10. Nineteen (19) years – twenty (20) working days of vacation per year;
 11. Twenty (20) years and over – one (1) additional working day of vacation shall be added for each additional year of service.

12. Effective January 1, 1995, employees with twenty (20) years and over of service shall be able to add one (1) additional working day of vacation for each additional year of service up to twenty-five (25) years. Any employee who has in excess of twenty-five (25) years shall be allowed to continue to take the amount of days to which he/she was entitled in 1994 and which shall be capped at that amount.

- B. Vacations shall be taken at such times and for such terms as the responsible department head shall determine is in the best interests of the City.
- C. All vacation time earned should be taken within each calendar year when possible, but employees shall be entitled to carry forward unused vacation time for a period of one year.
- D. Employees hired after March 5, 2003 shall receive a vacation leave up to a maximum of twenty (20) days (Step 10).
- E. Employees who separate from employment with the City on or before June 30 in any calendar year will receive vacation leave on a pro-rated basis for that calendar year. Employees who separate from employment on or after July 1 of any calendar year will receive the full annual allotment of vacation leave in accordance with this Article.

ARTICLE XVI

WORK OF A HIGHER TITLE

- A. In the event any employee is assigned temporarily for a period over one (1) week to a higher title and higher paying position, which position is at the time occupied, such employee will after such one (1) week be paid seventy-five (75%) percent of the difference between his base salary and base salary for the higher paying position.
- B. In the event any employee is assigned temporarily for a period of over one (1) week to a higher title and higher paying position, which position is at that time not occupied, such employee will after such one (1) work week be paid the full difference between his base salary and the base salary for the higher paying position.
- C. Any employee electing to receive pay for working in a higher title and higher paying position listed on Schedule "A" shall not be entitled to overtime pay or compensatory time allowance for overtime work.

ARTICLE XVII

UNIFORM ALLOWANCE

- A. This Article applies to DPW Supervisors only.
- B. The City shall provide for each new DPW Supervisor within sixty days service the following uniforms:
 - 1. Three (3) pairs of pants
 - 2. Three (3) winter shirts
 - 3. Three (3) summer shirts
 - 4. One (1) winter jacket
 - 5. One (1) lightweight jacket
 - 6. One (1) pair of steel toe work boots not to exceed \$100.00
- C. The City shall provide replacement of uniforms in April of each year as follows on an as needed basis, if requested:
 - 1. Two (2) pairs of pants
 - 2. Two (2) summer shirts
 - 3. Four (4) tee shirts
 - 4. One (1) baseball hat
- D. The City shall provide replacement of uniforms in October of each year as follows on an as needed basis, if requested:
 - 1. Two (2) pairs of pants
 - 2. Two (2) winter shirts
 - 3. One (1) pair steel toe work boots not to exceed \$100.00
 - 4. One (1) winter baseball hat

- E. The City shall provide replacement of jackets as follows on an as needed basis, if requested:
1. One (1) winter jacket every two years
 2. One (1) lightweight jacket every two years. At his discretion, the Director of Public Works may provide a replacement lightweight jacket sooner if necessitated by excess wear and tear.
- F. Uniform requirements:
1. DPW Supervisors are required to wear public work uniforms and steel toe work boots during working hours. Uniforms shall not be worn when off duty except for incidental use when traveling to and from work.
 2. Such steel toe work boots shall meet the approval of the Director of Public Works. If the steel toe work boots cost less than the allowance, the employee may use the balance of the allowance toward purchase of work socks only.
 3. DPW Supervisors are responsible for any wear and tear to uniforms and work boots. Employees must furnish at their own cost and expense any other clothing or boots needed for any reason.
- G. The City shall provide one (1) pair of work gloves to each DPW Supervisor per month to be issued on or about the first Monday of the month on an as needed basis, if requested. Any additional gloves shall be issued at the discretion of the Director of Public Works or his designee.
- H. The City shall provide sufficient rain gear consisting of one (1) full-length raincoat and one (1) hat per set. It is not the intention of the City nor does the

ARTICLE XVIII

SUITS AGAINST EMPLOYEES

- A. Whenever any legal proceeding is commenced against any employee for any act or omission arising of and in the course of the performance of his duties, and the City is not the plaintiff or a charging party, the City will provide legal counsel for such employee or will, at the City's option, pay reasonable attorney's fees for the employee's defense, provided that such proceeding is thereafter dismissed or results in a final disposition in favor of the employee.
- B. As a condition of the obligation of the City herein the employees must notify the Business Administration promptly of any action imminent or pending, and matters such as the fee arrangements and the anticipated defense and its cost must be discussed with the Business Administrator and the City Attorney.

ARTICLE XIX

HOLIDAYS

- A. The following days shall be paid holidays to employees actively on the payroll at the time of holiday:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday After Thanksgiving
Independence Day	Christmas Day

- B. Should a paid holiday fall on a Saturday or a Sunday, the Mayor, at his or her discretion, may elect to celebrate said holiday on either the preceding Friday or the following Monday.
- C. An employee shall be entitled to one (1) additional day of vacation for each paid holiday which occurs during such employee's vacation period, which additional day shall be taken either at the beginning or end of the authorized vacation period of such employee, and furthermore, said additional day of vacation may not be deferred under any circumstances.

ARTICLE XX

SICK LEAVE

- A. Permanent employees covered under the terms of this Agreement shall be entitled to fifteen (15) sick days per year.
- B. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time. Failure to so notify his supervisor may be the cause to deny use of sick leave for the absence and constitute cause for disciplinary action.
- C. Any employee who shall be absent from work for three (3) or more consecutive working days for sick leave shall be required to submit acceptable medical evidence substantiating the illness.
- D. Proof of illness of an employee on sick leave may be required whenever such requirement appears reasonable. Abuse of sick leave shall be the cause for disciplinary action.
- E. Absence without notice for five (5) consecutive days shall constitute a resignation.
- F. Employees who separate from employment with the City on or before June 30 in any calendar year will receive sick leave on a pro-rated basis for that calendar year. Employees who separate from employment on or after July 1 of any calendar year will receive the full annual allotment of sick leave in accordance with this Article.

ARTICLE XXI

TRAVEL ALLOWANCE

Employees required to use their personal vehicles for City business shall be reimbursed in accordance with the provisions of Resolution No. 1606-76 of the city of Passaic.

ARTICLE XXII

MISCELLANEOUS

- A. The City and the Association understand and agree that all provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under the applicable law or regulation, then the parties agree to reopen negotiations with respect to the impact of such invalid provision consistent with the law relating to negotiations and interest arbitration as set forth in N.J.S.A. 34:13A-3, et seq.; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.
- B. **Preservation of Rights** – The parties agree that all benefits, rights, duties, obligations and conditions of employment relating to the status of the Passaic City Supervisory Employees Association, which benefits, rights, duties, obligations, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintain in not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations, and conditions of employment applicable to any covered Association employee pursuant to any rules, regulations, instruction, directive, memorandum, statue or otherwise shall not be limited, restricted, impaired, removed or abolished.

C. **No Waiver** – Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement or exercise one’s rights pursuant thereto shall not be deemed a waiver thereof.

D. **Maintenance of Operations**

1. The Association hereby covenants and agrees that during the term of this Agreement neither it nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from their position, or stoppage of work, or absence in whole or in part from the full, faithful, and proper performance of the employee’s duties of employment), work stoppage, slow-down, walk-out, or other illegal job action against the City. The Association agrees that such action would constitute a material breach of this Agreement.

2. In the event of a strike, slow-down, walk-out, or job action it is covenanted and agreed that participation in any such activity by any Association member may be deemed grounds for disciplinary action of such employee or employees.

3. The Association agrees that it will make a reasonable effort to prevent its member from participating in any strike, work stoppage, slow-down, or other activity aforementioned, or supporting any such activity by any other employee or group of employees of the City, and that the Association will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps

as may be necessary under the circumstances to bring about compliance with the Association order.

4. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damage, or both, in the event of such breach by the Association or its members.

5. The City agrees that it will not engage in the lockout of any of its employees.

E. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall 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 executed this Agreement.

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

ARTICLE XXIII

TERM AND RENEWAL

This Agreement shall be in full force and effect as of July 1, 2003 and to remain in effect through June 30, 2006.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at

Passaic, New Jersey, on this 22 day of April, 2005.

AMANDA D. COSTINO
ASSISTANT MUNICIPAL CLERK
CITY OF PASSAIC

[Signature]

DATE

PASSAIC CITY SUPERVISORY
EMPLOYEES ASSOCIATION

Nijant Mishra, Pres.
Anthony Paylor

DATE

4/22/05