

AGREEMENT

BETWEEN

THE CITY OF PATERSON  
PASSAIC COUNTY, NEW JERSEY

AND

AFSCME NEW JERSEY COUNCIL 63, AFL-CIO, LOCAL 3724  
WHITE COLLAR EMPLOYEES, POLICE CIVILIANS,  
FIRE CIVILIANS, AND MUNICIPAL COURT EMPLOYEES

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JULY 1, 2019 - DECEMBER 31, 2022

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PREAMBLE

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Paterson, in the County of Passaic, New Jersey, a municipal corporation of the State of New Jersey, (hereinafter the "City"), and AFSCME New Jersey Council 63, Local 3724, AFL-CIO (White Collar employees, Police Civilians, Fire Civilians, and Municipal Court employees), (hereinafter the "Union"), represents the complete and final understanding on all bargainable issues between the City and the Union.

ARTICLE I

RECOGNITION

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

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

ARTICLE II

BILL OF RIGHTS

An employee shall be entitled upon request to Union representation at each and every step of the grievance procedure set forth in this Agreement. An employee shall be entitled upon request to Union representation at each stage of a disciplinary proceeding instituted pursuant to this Agreement in Article IV. The City will make reasonable efforts to have the union president or her/his designee present when a bargaining unit member is required to surrender City property. The parties agree that instances may arise where it is not feasible or not possible to have the Union President or her/his designee present when a bargaining unit member is required to surrender City property. An itemized list of all property returned shall be prepared and signed by both the employee and a City representative.

ARTICLE III

MANAGEMENT RIGHTS

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

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

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

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

employees and to require compliance by the employees is recognized.

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

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

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

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

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

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

D. This Article does not include Police civilians

ARTICLE IV

GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

I. Procedure:

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

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

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

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

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

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

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

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

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

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

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

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

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

K. Miscellaneous:

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

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

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

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

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

ARTICLE V

DISCHARGE AND DISCIPLINE

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

B. A grievance may be settled at any stage of the disciplinary grievance procedure, provided that the Union shall be notified and offered the opportunity to be present at all meetings, hearings, disciplinary proceedings or discussions which involve the employees covered by this Agreement. The employee and the Union shall be provided with a written copy of any such settlement within three (3) work days.

C. Excluding criminal charges/investigations, all employees must be charged for disciplinary reasons within thirty (30) days of the City learning of the incident, which includes identification of the responsible person.

ARTICLE VI

UNION RIGHTS

A. Bulletin Boards:

The City agrees to provide bulletin boards for the exclusive use of the Union to post notices and other Union information at each work location. Such notices shall be affixed with the Local AFSCME number or Council 63, and/or AFSCME International letterhead.

B. Access to Premises:

The City agrees to permit representatives of the International Union and Union Council 63, subject to prior approval of the Director of Personnel or his designee, to enter the premises of the City for individual discussion of working conditions with employees, provided such representatives do not interfere with the performance of duties assigned to employees. Upon entering the workplace, the Union President or other authorized representative shall notify the Department Head or other designated supervisor.

C. Contract Negotiations:

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

shall be no loss of regular straight time pay for such employees.

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

1. Grievance hearings and other mutually scheduled meetings and hearings with the City.
2. All PERC hearings involving bargaining unit members. The union representative must give 10 days' advance notice of said hearings to his/her supervisors.
3. All O.A.L. hearings involving bargaining unit members. The union representative must give 10 days' advance notice of said hearings to his/her supervisor.
4. Leave for attendance for Union conferences/conventions.

In addition, the Union President, or his/her alternate, will be allowed four (4) hours per week for union business, with prior notification and authorization, which shall not be unreasonably denied.

ARTICLE VII

UNION SECURITY

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

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

1. The City agrees to deduct from the wages of all bargaining 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.

C. Indemnification:

The Union agrees to indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that arise out of or by reason of action taken by the City in reliance upon dues deduction 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 City and the Union agree there shall not be any discrimination, including harassment, based on race, creed, color, religion, national origin, nationality, ancestry, age, sex, familial status, marital status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, refusal to submit to a genetic test or make available the results of a genetic test, veteran status, liability for military service, and mental or physical disability, including perceived disability and AIDS and HIV status, political affiliation, or any other legally protected status.

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

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

ARTICLE IX

PERSONNEL FILES

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

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

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

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

ARTICLE X

SENIORITY

A. Definition:

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

B. Application:

Seniority shall apply toward longevity payments and length of vacations.

C. Seniority List:

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

D. Breaks in Continuous Service:

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and/or retirement. If an employee returns to work in any capacity within one (1) year, such employee shall receive credit for the previous service. However, the time spent on leave (with or without pay) or through resignation, discharge or other cause, shall not count as service time.

E. Posting:

1. In order to keep employees within a department or organizational unit informed of positions in which they may be interested for the purpose of transfer, reassignment, or promotion, and to provide an opportunity to apply for existing or planned job vacancies, such vacancies shall be noted as per the NJ Civil Service Commission Internet web site, and also periodically by the Director of Personnel. The term "promotion" means the advancement of an employee to a higher position.

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

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

F. Layoffs:

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

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 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 NJ Civil Service Commission regulations and will be afforded all rights due them under such regulations. Employees to be laid off who are not governed by Civil Service regulations will be given (30) days' notice in the event of a layoff.

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

G. Recall:

When the workforce is increased after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at his/her last known address by registered mail. If any employee fails to report for work

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

H. In the event of a layoff, the Union has the right to negotiate all wages associated with bumping and recall.

ARTICLE XI  
HOURS OF WORK

A. Workday:

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

B. Work Week:

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

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

C. Work Schedules:

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

D. Overtime:

1. Overtime is defined as work in excess of the employee's regularly scheduled work week. Employees who are normally scheduled to work thirty-five (35) hours per week will receive straight time pay for the hours from thirty-five (35) through forty (40), and time and one-half ( $1 \frac{1}{2}$ ) the regular straight time pay for all hours worked in excess of forty (40) hours per week. However, at the employee's discretion, they can alternatively elect to receive compensatory time at time and one-half ( $1 \frac{1}{2}$ ) instead of pay at time and one-half ( $1 \frac{1}{2}$ ). Pay shall be the default method of receipt and an employee's election to receive compensatory time instead of pay shall be in writing (e.g. Overtime/Compensatory Time Authorization form) prior to working the overtime.

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

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

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

Bereavement Days	Personal Days
Holidays	Sick Days
Jury Duty	Vacation Days

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

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

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

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

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

J. Call-In Time:

Any employee called for emergency duty, in addition or outside of their regularly scheduled shift, shall be paid at time and one -half (1 ½) for all hours worked.

K. Break:

All employees are entitled to a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon. Smoking breaks are included in the definition of "Rest". Smoking breaks are not in addition to the rest periods provided herein. Abuse of this provision will lead to disciplinary action.

ARTICLE XII

HOLIDAYS

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

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

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. 1. Any employee who is scheduled to work on an observed City holiday, will receive one and one-half (1.5) times his or her regular rate of pay for all hours worked on said observed holiday, in addition to their regular paycheck.

2. Any employee not scheduled to work on an observed City holiday and who is not called in to work on said holiday shall receive no additional compensation.

3. Any employee who is not scheduled to work and is called in to work on an observed City holiday, will receive two (2) times his or her regular rate of pay for all hours worked on said observed holiday, in addition to their regular pay check.

4. Any employee scheduled to work on an observed City holiday and does not work on that holiday for any reason shall not be entitled to the compensation listed in Section B1 above but shall only receive their regular paycheck.

E. Emergency Days:

Emergency days will be given to any employee who has an emergency situation arise on a particular working day. The emergency day can only be used if the employee has enough time accrued in their vacation and personal credits to allow for an emergency day. After an employee takes two (2) emergency days in a calendar year, any additional emergency days shall only be granted by the supervisor if they do not negatively impact operations and the employee must state the reason for any additional emergency day(s), and the supervisor has the right to require verification of emergency days for the remainder of that calendar year. For purposes of this section, an emergency shall be defined as any of the following occurrences:

1. The employee's spouse, child, parents, domestic partner, or grandparents has unexpectedly become seriously ill or has had a serious accident; or

2. An unforeseen occurrence with response to the employee's household (e.g., fire, flood, or ongoing loss of power). "Household" shall be defined as the physical aspects including pets of the employee's residence or vehicle.

ARTICLE XIII

VACATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. In the event of conflict over a vacation period, the choice of vacation shall be granted on the basis of seniority, except in the event of failure of an employee to give prior notification. In addition, no employee who has been approved for vacation time will have such approval withdrawn if an employee with more seniority subsequently submits a conflicting request.

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

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

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

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

unused accrued vacation forward to the following year, to be used in the next calendar year.

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

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

C. Police and Fire Civilian Vacation Leave:

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

a. Schedule of Annual Leave

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

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

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

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

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

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

D. Police and Fire Civilian Vacation Leave:

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

a. Schedule of Annual Leave

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

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

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

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

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

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

E. Other than employees in their provisional period, all bargaining unit employees shall receive their full allotment of annual vacation days commensurate with the years of service credited to each employee for use on the first day of the calendar year.

ARTICLE XIV

SICK LEAVE

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

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

1. Personal injury or illness;
2. Where exposure to contagious diseases endanger the health of other employees;
3. Where a member of the employee's immediate family is critically ill or disabled;

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

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

D. Payment of Accumulated Sick Leave:

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

1. Full-time employees who retire or who die while still employed by the City after twenty (20) years of service shall receive compensation for unused accumulated sick leave at the full 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 retirement or death.

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

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

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

5. Employees hired before May 21, 2010 who retire or who die while still employed by the City after twenty-five (25) years of service shall receive up to an additional eighty (80) days' pay over and above the \$15,000.00 maximum if the employee has accrued the proper number of days. Employees hired on or after May 21, 2010 shall not be eligible for this payment in accordance with N.J.S.A. 11A:6-19.2.

ARTICLE XV

PAID LEAVES OF ABSENCE

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

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

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

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

Each employee covered by this Agreement shall be entitled to three (3) non-accumulative personal days per calendar year which must be requested at least two (2) days in advance, except in the case of emergency. This provision shall not apply to any matter arising out of the collective bargaining relationship between the City and the Union. Police civilians and Fire civilians will receive four (4) personal leave days per year, which must be requested at least two (2) days in advance.

C. NJ Department of Personnel Examinations:

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

D. Workers Compensation:

1. a. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay or 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 and deliver his entire salary payments or the City shall pay the difference.

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

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

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

3. Any employee who is injured, whether slight or severe, while working, must make an immediate report within forty-eight (48) hours thereof to the City Administrator.

4. It is understood that the employee must file an injury report with the Supervisor/City Administrator within forty-eight (48) hours so that the City may file the appropriate Worker's Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

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

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

7. In the event the City appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee disputes the determination of the City appointed physician. Then the City and the employee shall mutually agree

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

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

E. Military Leave:

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

F. Jury Duty:

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

## ARTICLE XVI

### UNPAID LEAVES OF ABSENCE

#### A. Education:

After completing two (2) years of service, any permanent employee, upon written request, may be granted a leave of absence not to exceed six (6) months, but it may be extended or renewed at the request of the employee with the approval of the Department Director and Personnel Director. Such leave shall not be provided more than once every three (3) years.

#### B. Extended Sick Leave:

Extended sick leave without pay may be granted to permanent employees for a period, not to exceed six (6) months. Such leave to be extended upon request and with the approval of the Department Director and Personnel Director. Such approval shall not be unreasonably withheld.

#### C. Parental Leave:

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

D. Union Business:

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

E. Other Leaves of Absence:

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

ARTICLE XVII

GENERAL PROVISIONS

A. Health and Safety:

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

B. Entitlement to Benefits:

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

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

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

C. Drug and Alcohol Policy:

The City will identify the specific policy that applies to this bargaining unit and will provide the Union with a copy of said policy (See Appendix A). If the City subsequently amends its policy or adopts a new policy, it will provide the Union with a copy of the new or amended policy.

ARTICLE XVIII

HEALTH INSURANCE

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

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

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

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

B. Optical Plan:

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

C. Retiree Health Benefits:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIX

SALARIES AND WAGES

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

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

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

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

instead of the 2.0%. The minimum salary shall be increased to \$34,000.

5. Part-time employees shall receive the wage increases set forth in subparagraphs A.1 - A.4 above on a prorated basis by dividing their regular scheduled work hours per week by 35 hours (white collar employees) or 40 hours (police and fire civilians and municipal court employees).

6. The retroactive increases set forth in subparagraphs A.1 - A.4 above will also apply to any overtime, longevity and shift differential for those years.

7. Each bargaining unit member will be given a copy of the 3.75 Form showing a breakdown of the retroactive money due to them.

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

9. A bargaining unit member eligible pursuant to paragraph 8 above who leaves City employment before all retroactive increase payments referenced hereinabove are made to him/her shall be paid any outstanding retroactive monies due to him/her.

10. The City shall notify the Public Employee Retirement System (PERS) of the salary increases for bargaining unit members who retired prior to ratification so that their final base salary can be adjusted for pension purposes. The City shall make its pension contributions and shall deduct submit the bargaining unit member's pension contribution from his/her retroactive amount due. The City shall also make its pension contributions and shall deduct and submit the bargaining unit member's pension contribution from his/her retroactive amount for bargaining unit members who retire prior to the first pay period of July 2017, prior to the bargaining unit member's retirement date.

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

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

C. Police and Fire civilians only will receive a three percent (3.0%) differential pay paid to any employee who works between 7:00 p.m. through 11:00 p.m. This differential is only for time worked.

D. Stand-By Time:

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

E. Out of Title Pay:

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

F. Promotion Rate-of-Pay:

Upon promotion of an employee, a minimum increase of \$2,500.00 will be given.

G. New Hire Rate:

The starting salary for this bargaining unit shall be as referenced in Section A.

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

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

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

K. The parties agree to meet at least three (3) times before June 30, 2023 to discuss the possible development of salary and title structure.

ARTICLE XX

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:

Five (5) Years	-	2%
Ten (10) Years	-	4%
Fifteen (15) Years	-	6%
Twenty (20) Years	-	10%
Twenty-Five (25) Years	-	12%

B. Effective July 1 2008, any person hired into this bargaining unit on or after July 1, 2008 shall not be entitled to earn or qualify for longevity.

ARTICLE XXI

REQUIRED SCHOOL AND TUITION REIMBURSEMENT

A. Required School or Instruction:

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

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

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

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

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

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

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

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

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

ARTICLE XXII

AUTOMOBILE ALLOWANCE

All employees shall be reimbursed for assigned travel at a rate of 58 cents per mile.

ARTICLE XXIII

CLOTHING AND UNIFORM ALLOWANCE

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

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

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

C. 1. All full time Police and Fire Civilians and Parking Violations Officers shall receive clothing allowance per the following schedule at nine hundred dollars (\$900. 00) per year to be paid one-half (1/2) in January and one-half (1/2) in July.

2. In lieu of a tool allowance, the City shall provide and maintain tools and equipment necessary to perform their duties.

D. The City shall provide shirts for IT and mailroom employees which shall be replaced by the City based on need beyond customary wear and tear.

ARTICLE XXIV

WORKPLACE DEMOCRACY ENHANCEMENT ACT

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

ARTICLE XXV

SEPARABILITY AND SAVINGS

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

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

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

ARTICLE XXVI

FULLY BARGAINED PROVISIONS

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

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

ARTICLE XXVII

TERM AND RENEWAL

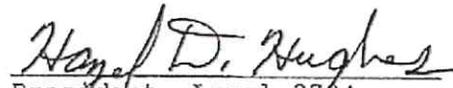
This Agreement shall be in full force and effect retroactively as of July 1, 2019 and shall remain in effect to and including December 31, 2022. This Agreement shall continue in full force and effect from year to year thereafter unless on party or the other gives notice, in writing, no sooner than one hundred fifty (150) days, nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. In the event such written notice is given, and a new contract is not signed before the expiration of the old contract, this Agreement is to continue in full force and effect until a new contract is signed.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals at the City of Paterson, County of Passaic and State of New Jersey on this \_\_\_\_ day of \_\_\_\_\_, 2023.

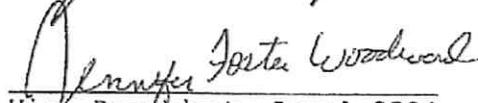
CITY OF PATERSON

AFSCME New Jersey Council 63,  
Local 3724

  
MAYOR

  
President, Local 3724

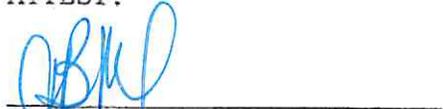
  
BUSINESS ADMINISTRATOR

  
Vice President, Local 3724

  
DIRECTOR OF PERSONNEL

  
Seth Gollin  
Staff Atty., AFSCME NJ Co. 63

ATTEST:

  
CITY CLERK

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

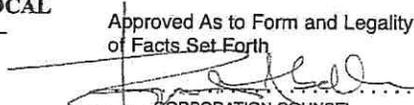
No. 3 Res. # 23:057 Date of Adoption FEBRUARY 7, 2023

Division .....

Factual Contents Certified By .....

**TITLE: RESOLUTION APPROVING THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF PATERSON AND AFSCME COUNCIL 63, LOCAL 3724 (WHITE COLLAR UNIT) JULY 1, 2019 – DECEMBER 31, 2022 CONTRACT**

..... Title Date  
Approved As to Form and Legality on Basis of Facts Set Forth

  
CORPORATION COUNSEL  
Date 1/24/23

COUNCILPERSON MARITZA DAVILA Introducing the Following Resolution:

**WHEREAS**, the Collective Bargaining Agreement between the City of Paterson and AFSCME Council 63, Local 3724 (White Collar Unit) expired on June 30, 2019; and

**WHEREAS**, the attached Memorandum of Agreement was entered into between the City and AFSCME Council 63, Local 3724 (White Collar Unit) for the contract period July 1, 2019, to December 31, 2022;

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

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

**NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL** of the City of Paterson that the attached Memorandum of Agreement entered into between the City of Paterson and AFSCME Council 63, Locals 3724 (White Collar Unit) be and is hereby approved to be incorporated into a new Collective Bargaining Agreement for the period from July 1, 2019, through December 31, 2022; and

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

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

### STATEMENT OF PURPOSE

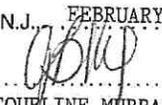
The purpose of this Resolution is to authorize a Memorandum of Agreement between the City of Paterson and AFSCME Council 63, Locals 3724 (White Collar Unit), the terms of which are to be incorporated into a new Collective Bargaining Agreement for the period of July 1, 2019, through December 31, 2022.

SECONDED BY COUNCILPERSON LILISA MIMMS/ALEX MENDEZ

*Do Not Use Space Below This Line*

RECORD OF COUNCIL VOTE ON FINAL PASSAGE	AYE	NAY	ABSTAIN	ABSENT
1. ABDELAZIZ, ALAA "AL"	X			
2. COTTON, RUBY N.	X			
3. DAVILA, MARITZA	X			
4. JACKSON, MICHAEL				X
5. KHALIQUE, SHAHIN	X			
6. MENDEZ, ALEX	X			
7. MIMMS, LILISA	X			
8. UDDIN, MD FORID				X
9. VELEZ, LUIS	X			

Adopted at a meeting of the Municipal Council of the City of Paterson, N.J., FEBRUARY 7, 2023

 Council President       DEPUTY City Clerk  
SHAHIN KHALIQUE      JACQUELINE MURRAY

Form 1 This Resolution when adopted must remain in the custody of the City Clerk. Certified copies are available.