

AGREEMENT

BETWEEN

THE

CITY OF PATERSON  
PASSAIC COUNTY, NEW JERSEY

AND

LOCAL 2272,  
AFSCME New Jersey Council 63,  
AFL-CIO  
(D.P.W. BLUE)

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JULY 1, 2019 - DECEMBER 31, 2022

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PREAMBLE

This Agreement dated this 6th day of ~~March~~<sup>April</sup>, 2022, by and ~~to~~ between the City of Paterson (hereinafter the "City") and Local 2272, AFSCME New Jersey Council 63, A.F.L.-C.I.O. (hereinafter the "Union"), is a successor Agreement to the Agreement by and between the parties, which expired June 30, 2019.

ARTICLE I

DURATION

A. This Agreement shall be effective from July 1, 2019 and shall remain in full force and effect until December 31, 2022.

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

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

ARTICLE II

RECOGNITION

In accordance with the certification of the New Jersey Public Employment Commission, dated February 19, 1975, the City recognizes the Union as the exclusive collective bargaining agent for the employees in the classifications of maintenance, custodial, clerical and blue collar employees of the Paterson Department of Public Works in the following divisions: Division of Traffic and Lighting, Division of Water and Sewer, Division of Streets, Division of Sanitation, Division of Public Property, Division of Recycling, Division of Recreation, and Division of Automotive Maintenance, Bus and Taxi Inspections. Other classifications included in the unit shall be all Supervising Laborers, all Animal Control Officers, both permanent and temporary. Excluded are all employees of the Division of Engineering and Operations, employees of the Police Department Motor Pool, and all supervisors as defined in the Act as well as confidential, police, professional and managerial employees. The City recognizes that members of this Union may at times be considered essential employees at the discretion of the City.

ARTICLE III

BILL OF RIGHTS

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

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

2. An employee shall be entitled to Union representation at each step of a disciplinary proceeding instituted pursuant to this Agreement in Article VI. No employee shall be requested to sign a statement of an admission of guilt to be used in a disciplinary proceeding without having Union representation.

3. No recording devices of any kind shall be used during any disciplinary proceedings unless agreed to by all parties and each party receives a copy of the tape.

4. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his rights under this Agreement.

5. 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 IV

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.

4. To hire all employees, to promote, transfer, assign or retain employees in positions within the City.
  5. To warn, reprimand, suspend, demote, discharge any employee for good and just cause according to law.
  6. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive, subject to Civil Service Commission rules and regulations.
- 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 Department.
- C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under any other national, state, county or local laws and regulations.
- D. The parties agree to comply with the requirements of the Workplace Democracy Enhancement Act, N.J.S.A. 34:13A-5.11 et seq.

ARTICLE V

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 New Jersey 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 Director/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 shall constitute an abandonment of the grievance, and the grievance shall, thereafter, be forever barred.

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

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

K. Miscellaneous

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

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

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

4. Grievance Committee members may have a reasonable amount of time to investigate and process grievances during

working hours, without loss of pay, upon notification and approval by the Director, or designee, which approval shall not be unreasonably denied.

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



ARTICLE VI

DISCHARGE AND DISCIPLINE

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

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

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

D 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. Copies of the charges and specifications will be provided to the Union.

ARTICLE VII

UNION SECURITY

A. Bulletin Boards

The City agrees to provide bulletin boards for the exclusive use of the Union to post notices and other Union information at each work location. Such notices shall be affixed with the Local A.F.S.C.M.E. number and/or Council 52, and/or A.F.S.C.M.E. International letterhead.

B. Access to Premises

The City agrees to permit representatives of the International Union, and the Union Council 63, subject to prior approval of the Director or his designee, to enter the premises of the City for individual discussion of working conditions with employees, and to explain Council-sponsored insurance programs, provided such representatives do not interfere with the performance of duties assigned to the employees. The Union President shall be permitted to enter the City Yard at any time to conduct Union business. Upon entering the Yard, the Union President must notify the Supervisor in charge, or when such Supervisor is not on duty, the Radio Dispatcher.

C. Aid to Other Unions

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

D. Union Activities on City's Time and Premises

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

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

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

E. Contract Negotiations

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

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

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

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

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

ARTICLE VIII

DUES DEDUCTION

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

C. The total of such deductions, together with the list, shall be remitted to the designated Financial Officer of AFSCME New Jersey Council 63, Central Regional Office, Nottingham Village Square, 2653A Whitehorse-Hamilton Square Rd., Hamilton,

NJ 08690, monthly, by the 15<sup>th</sup> of the month following such deductions.

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

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

1. The City agrees to deduct from the wages of all bargaining unit members a deduction for the Public Employees Organizing for Political and Legislative Equality ("P.E.O.P.L.E.") as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the City and the Union. The City agrees to remit any deductions made pursuant to this provision promptly to the Union, together with an itemized statement showing the name of each employee from whose pay such deduction had been made, and the amount deducted during the period covered by the remittance.

2. The Union agrees to indemnify and save the City harmless against any and all claims, demands, suit or other forms of liability that arise out of, or by reason of action taken by the City, in reliance upon dues deduction and/or P.E.O.P.L.E. authorization information furnished by the Union or

its representatives or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union advising of any changes in such deductions.



ARTICLE IX

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 designate both sexes and wherever the male gender is used it shall be deemed to include male/female employees.

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

D. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining

unit without discrimination, interference, restraint or coercion.

E. The Union agrees to adopt the City of Paterson Anti-Drug and Alcohol Policy. The City will identify the specific policy that applies to this bargaining unit and will provide Local 2272 with a copy of said policy. If the City subsequently amends its policy or adopts a new policy, it will provide Local 2272 with a copy of the new or amended policy.

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

ARTICLE X

PERSONNEL FILES

A. Evaluations

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

ARTICLE XI

SENIORITY

A. Definition

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

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

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

B. Application

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

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

C. Layoffs shall be implemented in accordance with Civil Service rules and regulations.

D. Seniority Lists

A copy of the seniority list shall be furnished by the employee to the Local Union every six (6) months. The seniority list shall show the names, job titles and date of hire of all

employees in the bargaining unit and shall be posted by the Union on all bulletin boards.

E. Breaks in Continuous Service

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

F. Posting

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

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

b. Notice of all vacancies shall be posted on all bulletin boards for a period of not less than ten (10) calendar days and shall state the job classification, rates of pay, the nature of the job requirements, and whether such opening is of a

permanent, provisional or temporary nature. Employees interested, including employees on lay-off, shall make a written request through the Director for such position.

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

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

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

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

b. Any employee selected in accordance with the above procedure shall undergo a trial period of not less than

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

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

G. Layoffs

1. In the event the City plans to lay off employees for any reason, the City shall meet with the Union to review such anticipated layoff at least two (2) weeks prior to the date such actions is to be taken.

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

3. The City shall forward a list of those employees being laid off to the Local Union Secretary on the same date that the notices are given to the employees.

4. Employees to be laid off will be given notice in accordance with Civil Service regulations.

5. When an employee is laid off due to a reduction in the work force, he/she shall be permitted to exercise his/her unit-wide seniority right to bump, or replace an employee with less seniority. Such employee may, if he/she so desires, bump an employee in an equal or lower job classification, provided the bumping employee has greater seniority than the employee he/she bumps.

H. Recall

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

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

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

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



ARTICLE XII

TRANSFERS

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

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

ARTICLE XIII

HOURS OF WORK

A. Work Week

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

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

B. Work Day

The work day shall be either:

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

C. Work Schedule

1. Work schedules showing the employee's shift, work day and hours shall be made available to the Union upon request.

2. Work schedules shall be changed only by mutual agreement between the affected employee, the Union and the City, except in the case of emergency.

3. An employee's work schedule shall include a thirty (30) minute unpaid lunch in addition to the paid hours worked. Each employee must take a thirty (30) minute unpaid lunch break during their daily work schedule and be paid for the eight or seven hours of work. For example, if an employee is scheduled to work an eight hour shift, they shall work an eight and one half hour day with thirty (30) minutes being an unpaid lunch. By way of

further example, if an employee is scheduled to work a seven hour shift, they shall work a seven and a half hour shift with thirty (30) minutes being an unpaid lunch.

D. Rest Periods

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

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

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

E. Reporting Time

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

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

F. Call Time

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

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

G. Overtime

1. Employee covered by this Agreement shall be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) for all hours worked in excess of either their regularly scheduled work week, or their regularly scheduled work day, except as provided in 2 and 3 below. The compensation shall be in the form of cash or compensatory time at the employee's discretion.

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

H. Option to Work Overtime

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

2. When overtime is assigned, if five (5) or more employees are assigned, the President of the Local shall be one of the employees assigned, or his/her designee.

I. Standby Time

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

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

Holidays	Personal	Days
Bereavement Days	Vacation	Days
Sick Days	Jury Duty	

K. All overtime worked shall be paid for in the next regular payroll check.

L. 1. Any employee who is ordered to stay and work during a State of Emergency declared by the Governor of New Jersey or Mayor of Paterson related to a snow or inclement weather event and other employees (that are not members of this bargaining unit) are sent home or allowed/ordered to stay at home with no loss of pay (not telecommuting employees), the employee shall receive their full days' pay and, in addition thereto, compensation at the rate of one and one-half (1.5)

times their regular base rate for all hours worked after the declaration of the State of Emergency and the end of the employee's regular shift.

2. Any employee who is ordered into work during a State of Emergency declared by the Governor of New Jersey or Mayor of Paterson related to a snow or inclement weather event and other employees (that are not members of this bargaining unit) are sent home or allowed/ordered to stay at home with no loss of pay (not telecommuting employees), the employee shall be paid at the rate of one and one-half (1.5) times their regular base rate of pay for all hours worked.

3. This section shall not apply to regularly scheduled work performed after the response to the snow or inclement weather event has ceased (i.e. the DPW has returned to regular operations), but a State of Emergency has not been rescinded by the Governor of New Jersey or Mayor of Paterson in order to ensure the procurement and dissemination of response resources.

ARTICLE XIV

HOLIDAYS

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

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Good Friday	Election Day
Memorial Day	Veteran's Day
Juneteenth	Thanksgiving Day
Fourth of July	Day After Thanksgiving
Presidents Day	Christmas Eve
	Christmas Day

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

C. 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.

D. Recycling employees shall receive holidays on a prorated basis calculated by the number of regularly scheduled work hours divided by forty. Recycling employees whose regular workday is 6.5 hours shall be entitled to 9 days, or 58.5 hours, of holiday pay per year. Recycling employees whose regular workday is 10.5 hours shall be entitled to 6 days, or 63 hours, of holiday pay per year. Recycling employees will receive pay for a holiday based on their regularly scheduled work day. For example, an employee whose regular workday is 10.5 hours will receive holiday pay equal to that number of hours. An employee whose regular workday is 6.5 hours will receive holiday pay equal to that number of hours.



ARTICLE XV

VACATION

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

a. From date of hire to one (1) year:

One (1) working day vacation per month

b. Employees with one (1) year, but less than five (5) years;

Twelve (12) working days vacation per year.

c. For employees with five (5) years, but less than ten (10) years:

Fifteen (15) working days vacation per year.

d. For employees with ten (10) years, but less than fifteen (15) years:

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

e. For employees with twenty (20) years or more:

Thirty (30) working days vacation per year.

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

a. From date of hire to one (1) year:

One (1) working day vacation per month

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

Twelve (12) working days vacation per year.

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

Fifteen (15) working days vacation per year.

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

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

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

Thirty (30) working days vacation per year.

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

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

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

3. An employee who is laid off, retired, separated or

terminated by the City for any reason shall be paid for unused vacation accumulated at the time of separation.

4. Employees shall receive vacation pay up to a maximum of two (2) weeks' pay, on the payday immediately prior to start of said vacation, so long as the employee requests vacation pay at least five (5) working days prior to the payday on which the employee is requesting to receive vacation pay.

5. Employees with less than ten (10) years of service shall be granted vacation in blocks not to exceed three (3) weeks. Employees desiring to take vacation leave in a single day or days, schedules permitting, shall upon request to the Director of the Department at least two (2) weeks in advance, be permitted to take said vacation day or days.

6. Employees with ten (10) years or more of service shall be granted vacations in blocks of no less than two (2) days and no more than three (3) weeks.

7. Employees who, because of the pressure of work or special circumstances, are unable to use their accrued vacation may carry said vacation into the following year.

8. Employees unable to use their full accrued vacation, because of the City's inability or refusal to grant such vacation, shall by the termination of this Agreement, receive pay for all unused vacation.

C. Recycling employees shall receive vacation days on a

prorated basis calculated by the number of regularly scheduled work hours divided by forty. Recycling employees shall receive vacation allotments in accordance with the table below. Recycling employees will receive pay for a vacation day based on their regularly scheduled work day. For example, an employee whose regular workday is 10.5 hours will receive vacation pay equal to that number of hours. An employee whose regular workday is 6.5 hours will receive vacation pay equal to that number of hours.

**Prorated Vacation Entitlements for Recycling Crews**

<u><b>Full-Time</b></u>	<u><b>Three 6.5 Hr. Shifts</b></u>	<u><b>Two 10.5 Hr. Shifts</b></u>
1 day/mo.	3.9 hours/mo.	4.2 hrs./mo.
12 days/yr.	7.2 days (46.8 hrs.)	4.8 days (50.4 hrs.)
15 days/yr.	9.0 days (58.5 hrs.)	6.0 days (63.0 hrs.)
25 days/yr.	15.0 days (97.5 hrs.)	10.0 days (105.0 hrs.)
30 days/yr.	18.0 days (117.0 hrs.)	12.0 days (126.0 hrs.)

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

2. An unscheduled vacation day may be used after an extended shift, such as following a State of Emergency or Snow Removal shifts. However, the Director of Public Works or his

designee shall have sole discretion as to whether or not to grant such a vacation request.

ARTICLE XVI

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 1st. 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. Failure to submit doctor's certificate upon request may subject the employee to disciplinary action.

D. Payment of accumulated sick leave. Except as set forth in Article XVII herein, the City shall not pay supplemental compensation to any officer or employee for accumulated unused sick leave in an amount in excess of \$15,000. Supplemental compensation shall be payable only at the time of retirement from a State-administered or locally administered retirement system based on the leave credited on the date of retirement.

E. Recycling employees shall receive sick leave on a prorated basis calculated by the number of regularly scheduled work hours divided by forty. Recycling employees whose regular workday is 6.5 hours shall be entitled to 9 days, or 58.5 hours, of sick leave pay per year. Recycling employees whose regular workday is 10.5 hours shall be entitled to 6 days, or 63 hours, of sick leave pay per year. Recycling employees will receive pay for a sick day based on their regularly scheduled work day. For example, an employee whose regular workday is 10.5 hours will receive sick leave pay equal to that number of hours. An employee whose regular workday is 6.5 hours will receive sick leave pay equal to that number of hours.

ARTICLE XVII

ACCUMULATED SICK LEAVE PAYMENT

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

1. Full-time employees who retire after twenty (20) years of service shall receive compensation for unused accumulated sick leave at the employee's 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.

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

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

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

5. Employees hired before May 21, 2010 who retire after at least twenty-five (25) years of service shall receive a maximum of eighty (80) days' pay over and above the \$15,000.00 maximum if the employee has accrued the proper number of days.



Employees hired after May 21, 2010 shall not be eligible for this payment above the \$15,000 maximum in accordance with N.J.S.A. 11A:6-19.2.

ARTICLE XVIII

PAID LEAVES OF ABSENCE

A. Funeral Leave

1. Four (4) days shall be given to any employee in case of death of immediate family, defined as: spouse, civil union partner, mother, father, son, daughter, sister, brother, grandparents, grandchildren, mother-in-law, or father-in-law. For out of state leave, two (2) extra days with pay shall be allowed with the approval of the Director, which approval shall not be unreasonably withheld.

2. One (1) day shall be given to any employee in case of death of brother-in-law, sister-in-law, aunt, uncle, niece, or nephew.

3. The Director of Public Works has the right to require documentation proving Civil Union Partner status.

B. Personal Leave

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

2. In other instances where an employee is required to take time off for situations considered to be of personal nature, payment for such time, not to exceed five(5) days per year, may be granted upon request to the Director of the Department of Public Works.

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

C. Union Leave

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

D. Civil Service Examinations

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

E. Worker's Compensation

1. a. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to one (1) year. In the event an employee is granted said injury leave, the City's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability, or other payments received from

other sources provided by the City. At the City's option, the employee shall either surrender or deliver his entire salary payments, or the City shall pay the difference.

b. If an employee returns to work from injury leave for less than six (6) months, he may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than six (6) months.

c. When an employee returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to six (6) months if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.

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

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

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

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

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

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

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

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

F. Military Leave

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

ARTICLE XIX

UNPAID LEAVES OF ABSENCE

A. Education

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

B. Extended Sick Leave

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

C. Maternity Leave

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

D. Union Business

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

E. Other Leaves of Absence

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



ARTICLE XX

GENERAL PROVISIONS

A. Protective Clothing, Safety Equipment and Tools

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

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

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

4. Mechanical Brooms

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

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

1. Make immediate and detailed investigations of each accident.

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

3. Make inspections to detect hazardous or unsafe work

methods or conditions, and recommend changes or additions to protective equipment or devices to eliminate such hazards.

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

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

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

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

C. Pay Checks

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

2. Paychecks will be provided in envelopes to employees.

3. Pay stubs will include a breakdown of how many hours in the pay period were worked and how many were taken in each leave category (such as sick leave, personal leave, bereavement leave, etc.).

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

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

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

ARTICLE XXI

HEALTH INSURANCE

A. Hospitalization-Medical, Drug Prescription,  
Dental, Optical-Employees

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. Hospital, Medical Dental and Drug-Prescription - Retirees

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.

C. 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.

D. When employee contributions are negotiated for the successor agreement, the starting point for the parties' proposals to increase, decrease, or otherwise modify the contributions will be the present level of contributions.



ARTICLE XXII

LABOR-MANAGEMENT COMMITTEES

A. Labor-Management Committees

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

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

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

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

5. Labor-management committee meetings shall be conducted in good faith. These committees shall have no power to

contravene any provisions of this Agreement. Matters may be referred to and from the facility and departmental levels as necessary. The parties may issue joint meeting minutes and letters of understanding.

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

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

B. Work Rules

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

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

3. Out-of-Title Assignment

Effective upon the signing of this Agreement, any bargaining unit member assigned temporarily to perform the duties of a higher job title upon approval of the Director of Public Works will, for the first twenty (20) working days of

said assignment per calendar year, be compensated either \$1,500 pro-rated on a daily basis, or twenty per cent (20.0%) of the difference between his/her salary and that of the higher job title, whichever is greater. After the twenty (20) working days, the employee in the temporary assignment will be paid the higher rate of pay.

ARTICLE XXIII

SALARIES & WAGES

A. Bargaining unit members shall receive the following salary increases:

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 exceptions: (a) Employees with a base salary of \$30,000 or less will receive a \$1,000 increase instead of the 2%. 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 exceptions: (a) Employees with a base salary of \$31,000 or less will receive a \$1,000 increase instead of the 2%. 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 exceptions: (a) Employees with a base salary of \$32,000 or less will receive a \$1,000 increase instead of the 2%. 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%, with the following exceptions: (a) Employees with a base salary of \$33,000 or less will receive a \$1,000 increase instead of the 2%. The minimum salary shall be increased to \$34,000.

5. Employees possessing a CDL license:

a) For purposes of calculating their increased salaries each year pursuant to paragraphs 1 through 4 hereinabove, employees receiving CDL compensation will receive the greater of (i) and (ii) below:

i. Their base salary inclusive of their \$1,500/\$5,000 CDL compensation plus a 2% increase; and

ii. a) The applicable aforementioned base salary increase in paragraphs 1 through 4 above applied to their base salary after their \$1,500/\$5,000 CDL compensation is first deducted, and then the \$1,500/\$5,000 CDL compensation is added on top of the applicable salary increase.

b) For employees possessing a CDL, the minimum salaries set forth in paragraphs 1 through 3 hereinabove shall have the \$1,500 CDL compensation added to the aforementioned minimum salaries; the minimum salaries set forth in paragraph 4 hereinabove shall have the \$5,000 CDL compensation added to the aforementioned minimum salary.

6. Part-time (defined as working twenty-one [21.0] hours or less on a regular weekly basis) Recycling Employees shall receive the following salary increases:

a) Effective retroactive to July 1, 2019, the minimum hourly rate shall be increased to \$14.90.

b) Effective retroactive to July 1, 2020, the minimum hourly rate shall be increased to \$15.38.

c) Effective retroactive to January 1, 2021, the minimum hourly rate shall be increased to \$15.87.

d) Effective retroactive to January 1, 2022, the minimum hourly rate shall be increased to \$16.35.

7. The retroactive increases for July 2019 - June 2020, July 2020 - December 2020, January 2021 - December 2021 and January 2022 - December 2022 will also apply to any overtime, longevity and shift differentials for those years.

8. In order to be eligible for the retroactive pay increases, a bargaining unit member must be: in employment status with the City as of the signing of this Memorandum of Agreement; or, between July 1, 2019 and the signing of this 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 and submit the bargaining unit member's pension contributions 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 contributions from his/her retroactive amount for bargaining unit members who retire prior to the first pay period after the date of this Agreement, prior to the bargaining unit member's retirement date.

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

C. If an employee receives a promotion that does not come with a corresponding increase in salary of over \$1,500.00, the employee shall be entitled to an increase in pay of \$1,500.00 added to the base salary on the effective day of the promotion.

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

emergencies, snow plowing, etc.

E. Any employee who is required by the Department of Public Works to drive a vehicle that requires a CDL license will be compensated with no less than \$1,500.00 added to the employee's base salary. Effective retroactive to January 1, 2022, all employees currently receiving the \$1,500.00 CDL compensation pursuant to Art. XXII.A.5. above will receive a \$3,500.00 increase to the CDL compensation to \$5,000.00. Effective January 1, 2022, the City will utilize Civil Service procedures and the Posting provisions of Article XI.F. of this Agreement for current or new employees to receive the \$5,000.00 CDL compensation.



ARTICLE XXIV

LONGEVITY PAY

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

5 Years	=	2%
10 Years	=	4%
15 Years	=	8%
20 Years	=	10%
25 Years	=	12%

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

ARTICLE XXV

UNIFORM ALLOWANCE

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

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

B. The uniform allowance is \$1,200.00 for non-clerical employee on the payroll, to be paid in two (2) equal installments in January and July.

ARTICLE XXVI

REQUIRED SCHOOL AND TUITION REIMBURSEMENT

A. Required School or Instruction

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

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

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

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

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

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

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

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

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

ARTICLE XXVII

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 XXVIII

TERMINATION OR MODIFICATION OF THE AGREEMENT

This Agreement shall remain in full force and effect through June 30, 2019. Not less than 120 days prior to the City's budget submission date or 90 days prior to the expiration of this Agreement, whichever comes first, either party desiring termination or modification shall make known its desires in writing to the other party. If neither party shall give notice, this Agreement shall continue in full force and effect. If either party shall give such notice, then negotiations shall commence no later than 90 days prior to the expiration date.

IN WITNESS WHEREOF, the Union and the City have executed this Agreement this 6th day of ~~March~~ <sup>April</sup>, 2022. K2

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

CITY OF PATERSON

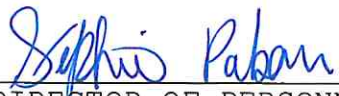
LOCAL 2272, AFSCME NJ Co. 63


  
MAYOR

  
Andrew Bryant, President

 4/6/22  
BUSINESS ADMINISTRATOR

  
Angelo Stevenson, V.P.

*Acting*  
  
DIRECTOR OF PERSONNEL

  
Christine Bell, Staff Rep.

  
CITY CLERK

  
Seth Gollin, Staff Atty.