

Revised: August 15, 2014

AGREEMENT

BETWEEN

THE CITY OF PATERSON  
DIVISION OF HEALTH  
PASSAIC COUNTY, NEW JERSEY

AND THE

NEW JERSEY COUNCIL 52  
A.F.S.C.M.E. AFL-CIO, LOCAL 430

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JULY 1, 2011 THROUGH JUNE 30, 2014

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PREAMBLE

This Agreement entered into this 6th day of June, 2014, by and between the City of Paterson, in the County of Passaic, New Jersey, a municipal corporation of the State of New Jersey, (hereinafter the "City"), and Council 52, Local 430, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (Division of Health Employees) (hereinafter the "Union"), represents the complete and final understanding on all bargainable issues between the City and the Union.

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ARTICLE I

RECOGNITION

A. The City recognizes the Union as the exclusive bargaining agent for the following full time, part time and seasonal part time employees of the Department of Human Resources, Division of Health; Clerical Employees, Professional, Technical and Ancillary Employees; Sanitary Inspectors; Supervisors, and Public Health, Graduate and licensed Practical Nurses; and excluding Managerial Executives and Confidential employees within the meaning of the Act.

B. Managerial Executives and Confidential employees shall include, but not be limited to the Health Officer.

C. Employees shall include: Full-time - those who work either thirty-five (35.0) hours per week, subject to Article III, or thirty-two and one-half (32.5) hours per week, on a continuous twelve (12) month per year basis. Permanent Part time - those who work nineteen and one-half (19.5) hours per week or less on a continuous twelve (12) month per year basis. Seasonal Part time - those who work nineteen and one-half (19.5) hours per week or less for the months of September through June.

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ARTICLE II

GRIEVANCE PROCEDURE

A. Definition:

1. Grievance - The term grievance shall be defined as a dispute between the parties to this Agreement, involving all interpretations or application of any of the provisions of this Agreement and in accordance with the PERC Law - Chapter 123. The written grievance at this Step shall contain the relevant facts, the applicable Section of the Contract allegedly violated, and the remedy requested by the grievant.

2. Days - The term "Days" when used in this Agreement shall except where otherwise indicated, exclude Saturdays and Sundays.

B. Procedure:

1. It is important that grievances be processed as rapidly as possible. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. However, when mutually agreed, the time limits given below may be extended.

2. Failure at any step of this procedure to communicate to the aggrieved employee or the Union the decision on a grievance within the specified time limits shall permit the

Union to proceed to the next step of the grievance procedure. Failure to announce an appeal of a grievance to the next step within the specified time limits shall terminate the grievance.

C. Grievance Steps:

In the event of a grievance, either party shall have the right to resolve the grievance in the following manner. This presentation shall include copies of all previous correspondence relating to the matter in dispute.

Step A - Immediate Supervisor:

Any employee covered by this Agreement who feels herself/himself to have a grievance, shall with her/his representative take up the grievance with the employee's immediate supervisor within fifteen (15) days after its occurrence, or within fifteen (15) days of the date upon which the employee or his/her representative became aware of such occurrence. If the grievance is not taken up within the number of days allotted, the grievance shall be deemed waived. The immediate supervisor shall attempt to adjust the grievance on an oral or informal basis within three (3) days.

Step B - Director, Division of Health:

If the grievance is not resolved at Step A, the written grievance and the written answer shall be forwarded to the Director of the Division of Health within three (3) days. The Director shall render a decision in writing within five (5) days

from the receipt of the grievance. 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.

Step C - Director, Department of Human Services:

If the grievance is not resolved at Step B, then within five (5) days following the determination of the Director of the Division of Health, the matter may be submitted to the Director of the Department of Human Services. A copy of the grievance submitted to the Director of the Division of Health shall be given to the Business Administrator. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Director of Human Services shall review the matter and render a decision in writing within ten (10) days from receipt of the grievance.

Step D - Arbitration:

1. If the grievance is not resolved at Step C, then within thirty (30) days from the receipt of the decision of the Director of the Department of Human Services the Union Council Director, upon service of written notice to the City, may request arbitration. The right of arbitration shall be deemed waived and the grievance closed with no further appeal, if written notice is not given within thirty (30) days of the decision of the Director of Human Services.

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2. In the event the Union elects to pursue Civil Service Procedures, the Union can not elect to use arbitration.

3. The selection of an Arbitrator and the arbitration shall be in accordance with the rules and procedures of the Public Employment Relations Commission of the State of New Jersey.

4. The Arbitrator's decision shall be binding and the cost of the Arbitrator's fee shall be shared by the City and the Union.

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ARTICLE III

HOURS OF WORK

A. Work Day:

1. The normal work day shall be six and one-half hours (6 ½) exclusive of the lunch period for full time employees.

2. The normal work day for permanent part time employees shall be dependent upon the needs of the specific area of the Division of Health to which that employee is assigned. Those hours shall not exceed Nineteen and one-half hours (19 ½) hours per week.

3. The normal work day for seasonal part time employees shall be dependent upon the needs of the specific area of the Division of Health in which that employee works. Those hours shall not exceed Nineteen and one-half hours (19 ½) hours per week.

B. Work Week:

1. The normal work week shall consist of thirty-two and one-half hours (32 ½) from Monday to Friday inclusive for full time employees of the Division of Health.

2. The normal work week shall consist of no more than Nineteen and one-half hours (19 ½) hours per week from Monday to Friday inclusive for permanent part time employees of the Division of Health.

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3. The normal work week shall consist of no more than Nineteen and one-half hours (19 ½) per week from Monday to Friday inclusive for seasonal part time employees of the Division of Health. Seasonal part time employees shall work from September until June of each calendar year.

C. Scheduled Work Day:

1. The normal starting time shall be 8:30 a.m. and quitting time 4:00 p.m. but may be varied for seasonal operations or emergencies. The normal starting time and quitting time may be changed by the Director of the Division of Health after discussing said changes with the President of the Union.

2. The normal starting time and quitting time for part time employees and seasonal part time employees shall be dependent upon the needs of the Division of Health.

D. The City shall have the right to schedule all bargaining unit members hired on or after the signing of this Agreement to work a thirty-five (35) hour workweek, seven (7) hour day, with a normal starting time of 8:30 a.m. and quitting time at 4:30 p.m.

E. 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.

F. In the event a bargaining unit member is required to attend a meeting, training or other job-related event which causes the bargaining unit member to work beyond the hours of the normal work week, that bargaining unit member shall receive straight time compensatory time for the time in excess of the normal work week.

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ARTICLE IV

PREMIUM PAY

A. Overtime:

1. All work performed after the normal work week shall be paid at straight time.

2. All work performed after forty (40) hours in a work week shall be paid for at time and one half (1 ½).

3. All work performed on a paid holiday shall be paid at double time (2x).

B. Call Back:

An employee called back for emergency duty outside of his regularly scheduled shift, shall be paid for a minimum of three hours (3) at time and one-half (1 ½), so long as said call-back is not contiguous with the employee's regularly scheduled hours. (Total of 4 ½ hours).

C. Weekend and Holiday Work:

1. One Nurse and one Sanitary Inspector will be on call, available for Saturday, Sunday and Holidays and will receive a flat sum of \$100.00 for each day. All Nurses and Sanitary Inspectors will share this duty on a rotating basis, so long as State law does not preclude such eligibility.

2. The hours worked in "A" above shall not be considered as overtime hours and no additional compensation beyond the sum

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stipulated in paragraph "A" above shall be paid nor compensatory time off be given for said hours.

3. Nurses and Sanitary Inspectors required to standby or work on Saturdays, Sundays or Holidays shall do so on the basis of rotation. If Nurses and Sanitary Inspectors are not available on a rotational basis, the City may make the assignments deemed necessary.

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ARTICLE V

LONGEVITY

A. 1. All eligible employees shall receive longevity in accordance with the following schedule, effective the next complete payroll period following their anniversary date:

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE</u>
Upon completion of five years of service	2%
Upon completion of ten years of service	4%
Upon completion of fifteen years of service	6%
Upon completion of twenty years of service	10%
Upon completion of twenty-five years of service	12%

2. The longevity percentage shall be computed on the employee's actual yearly base salary.

B. As of July 1, 1998, all new employees who are hired into this bargaining unit or any present employee transferred into this bargaining unit will not receive longevity as per the above schedule.

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ARTICLE VI

HOLIDAYS

A. Recognized Holidays:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Election Day (November)
Presidents Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	[Floating Holiday]
Columbus Day	

B. Holiday Celebration:

If a holiday falls on a Saturday, it shall be celebrated on Friday. If a holiday falls on a Sunday, it shall be celebrated on Monday.

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ARTICLE VII

SICK LEAVE DAYS

A. Sick Leave Days:

All full time employees in the bargaining unit shall receive sick leave and sick leave days in accordance with the personnel policies currently in effect. This will include the number of days, the definition of sick leave, the accumulation of sick leave, the certificate required and any other policies currently in effect.

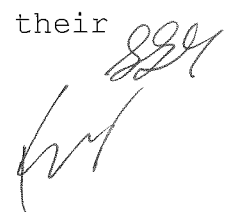
B. Sick Leave Accumulation Payment:

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 after twenty-five (25) 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 said retirement.

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

3. Employees may request a lump sum payment for their unused accumulated sick leave when they receive notice of 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 who retire after twenty five (25) years of service shall receive eighty (80) days pay over and above the \$15,000.00 maximum if the employee has accrued the proper number of days.

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ARTICLE VIII

VACATION LEAVE

A. Allowance:

1. All full time and permanent part time employees shall receive and be eligible for earned vacation leave in accordance with the personnel policies currently in effect, including permissible vacation periods, limitations with respect to prime vacation periods and other limitations contained in personnel policies.

2. Vacation leave may be taken between January 1 and December 31 with the approval of the Director of the Division of Health. Three (3) single vacation days may be taken during the year with the approval of the Director of the Division of Health. The Director's decision with respect to subsection B shall be final.

B. Accumulation:

1. All full time employees hired before the signing of this Agreement accrue vacation days as follows:

1-5 years of service	12 working days
5 years + 1 day - 10 years of service	15 working days
10 years + 1 day - 15 years of service	20 working days
15 years + 1 day - 20 years of service	25 working days
20 years + 1 day and over	30 working days



2. All full time employees hired on or after the signing of this Agreement accrue vacation days as follows:

1-5 years of service	12 working days
5 years + 1 day - 11 years of service	15 working days
11 years + 1 day - 16 years of service	20 working days
16 years + 1 day - 21 years of service	25 working days
21 years + 1 day and over	30 working days

3. Employees shall be entitled to carry over vacation time in accordance with Department of Personnel rules and regulations.

C. Employees shall be given an accounting of their vacation entitlement in January of each year.

D. Employees shall be entitled to their full vacation allotment as of January 1 of each year. If an employee leaves during the year, his or her vacation entitlement shall be pro rated on a monthly basis.

ARTICLE IX

PAID LEAVES

A. Personal/Bereavement Leave:

1. All full time employees shall be credited with six (6) days leave which shall be for personal or bereavement.

2. The leave shall be non-cumulative.

3. Full time and Permanent Part time employees hired subsequent to January 1 shall receive said leave on a prorated basis in accordance with present personnel policies.

4. Employees requiring any additional leave shall have same deducted from their accrued vacation leave or take leave without pay.

5. Personal-Bereavement leave shall be granted in accordance with present personnel policies. Except in emergencies, employees shall request such leave at least twenty-four (24) hours in advance.

B. Maternity Leave:

All full time and permanent part time employees shall receive and be eligible for said leave in accordance with the present personnel policies.

C. Emergency Day:

In the case of an emergency, an employee will be able to use a personal day or a vacation day without prior approval. The employee is to notify his/her Supervisor the morning of the

emergency. Proof of the emergency can be requested by the employee's Supervisor.

D. Snow Days:

The City will clear the Department of Health parking lot as early as possible in the morning, when inclement weather is hazardous, the same as other lots.

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ARTICLE X

UNPAID LEAVES

A. All full time employees may be granted an unpaid leave of absence of up to six (6) months in accordance with Department of Personnel rules and regulations with the approval of the Director of the Division of Health.

B. Copies of the Family and Medical Leave Act shall be made available to all members of the Union, written in language that is concise and easy to comprehend. These copies shall be made available by the Department of Personnel upon request.

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ARTICLE XI

HEALTH INSURANCE

A. Hospital Dental-Drug Prescription Optical Plan

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

2. The City shall pay the full cost of the drug-prescription plan currently in effect for full time employees and their eligible dependents. The drug prescription plan provides for a one dollar (\$1.00) co-pay for generic drugs and five dollar (\$5.00) co-pay for non-generic drugs per prescription and includes oral contraceptives.

3. The City shall pay full cost of the dental plan for the present plan in effect for the employee and their eligible dependents. Effective January 1, 2001, the employee will pay half the cost of the increased monthly premium for the improved dental plan. The City will pay one-half of the increased premium.

4. The City shall pay the full cost of an optical plan for full time employees. Effective July 1, 2003, the optical plan shall increase to provide a fifty dollar (\$50.00) allowance for eye examinations a fifty dollar (\$50.00) for frames/lenses.

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Bargaining unit employees shall be entitled to this benefit every other year as in the current plan.

5. Employees shall first become eligible for insurance coverage provided in this Article, Section A1-4, upon completion of ninety (90) continuous work days.

6. The City reserves the right to change insurance companies in providing health benefits agreed to hereunder as long as the benefits set forth in this Agreement, and presently in effect, are similar.

B. Hospital, Medical and Drug Prescription, Dental -  
Retired Employees:

1. The City shall pay the cost of hospital-medical dental and drug prescription coverage for the individual employee, spouse, dependent unmarried children under the age of twenty-three (23) for employees who retire on a paid pension under the following circumstances:

a. Employee retires after twenty-five (25) years of continuous service with the City.

b. Employee retires within fifteen (15) years of continuous service with the City and has attained the age of sixty-two (62).

c. Employee retires on an accidental disability pension or ordinary disability pension with not less than five (5) years of continuous service with the City.

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d. The City will pay the cost of the afore-mentioned insurance until the death of the retiree.

2. Any retired member of the bargaining unit covered under the provisions of this Section, taking employment with any other City providing medical-hospital and drug prescription insurance in the aggregate substantially equivalent to the City's insurance plan(s), shall be taken off the City's coverage while so employed.

3. Upon the death of the retiree, the surviving spouse and defendant children under the age of twenty-three (23) shall be entitled to remain enrolled in the City's medical-hospital insurance plan, with the full premiums being paid by the, City. This coverage shall cease when any of the following occur:

- a. Spouse dies
- b. Spouse remarries
- c. Spouse reaches age 65

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

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

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

1. The City shall pay the cost of medical and hospital insurance for the surviving spouse and eligible dependents of deceased employees who die while employed by the City.

D. The provisions of Section B and C shall cease when any of the following occur:

- a. Spouse dies
- b. Spouse remarries
- c. Spouse reaches 65 years of age

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.

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ARTICLE XII

AUTOMOBILE ALLOWANCE

A. Monthly Allowance:

Visiting (Field) Nurses and Health (Field) Inspectors authorized to use their own automobiles on a monthly basis shall receive the sum of two hundred dollars (\$200.00) per month as an automobile allowance. There will be no deductions for sick days, personal days, or vacation days. Only when said employee is on leave without pay will automobile allowance be deducted at the rate of \$7.50 per day.

B. Daily Allowance:

Nurse and Sanitary Inspectors who make house visits when required to be "on call" Saturdays, Sundays, and Holidays, shall receive an additional automobile allowance of \$7.50 for each such day.

C. Mileage Allowance:

Employees who are authorized to use their own automobile on a mileage basis shall receive the current rate per mile for travel which presently is 50.5 cents per mile.

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D. Travel Outside of Paterson:

Employees authorized to use their own automobile outside the City of Paterson shall have the option of receiving the daily allowance or the mileage allowance.

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ARTICLE XIII

UNIFORM ALLOWANCE

A. All full and part time employees having patient contact, laboratory employees and environmental health employees shall receive a five hundred dollar (\$500.00) per year uniform allowance in accordance with the policies of the department.

B. The required uniform and all protective clothing and equipment must be utilized at all appropriate times or the employee will be subject to immediate suspension and further disciplinary action.

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ARTICLE XIV

WORKERS COMPENSATION

A. 1. 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 six (6) months. 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.

2. 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.

3. 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.



B. 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.

C. 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.

D. 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

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said injury may result in the failure of the employee to receive compensation under this Article.

E. 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.

F. 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.

G. 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.

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H. 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.

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ARTICLE XV

WAGES

A. 1. Retroactive to July 1, 2011 (Year 1), all bargaining unit members earning less than \$25,000.00 shall be raised to \$25,000.00. Bargaining unit members earning \$25,000.00 or more shall not receive an increase in Year 1.

2. Retroactive to July 1, 2012 (Year 2), Madeline Hiciano and all other bargaining unit members who did not receive a salary increase in Year 1 (those making \$25,000 or more as of July 1, 2011), shall receive a raise equivalent to two (2.0%) percent of total base salary for the unit as of the end of Year 1. Except for Madeline Hiciano, those bargaining unit members that received a salary increase in Year 1 shall not receive an increase in Year 2, except those bargaining unit members who made between \$24,500.00 and \$25,000.00.

3. Retroactive to July 1, 2013 (Year 3), all bargaining unit members shall receive a two (2.0%) percent salary increase.

B. In addition to the wage increases enumerated in Section A above, effective July 1, 2013 the following salary schedules shall go into effect:



1. Registered Environmental Health Specialist:

<u>Step</u>	<u>Salary</u>
1	\$36,000
2	\$38,625
3	\$42,250
4	\$44,375
5	\$48,250

2. Senior Registered Environmental Health Specialist:

<u>Step</u>	<u>Salary</u>
1	\$48,000
2	\$49,125

3. Principal Registered Environmental Health Specialist:

<u>Step</u>	<u>Salary</u>
1	\$50,000
2	\$53,000
3	\$55,000
4	\$57,000
5	\$59,000

4. Starting July 1, 2013 and taking into account the salary increases provided by this Agreement, bargaining unit members in the above-cited three (3) titles shall be placed on the appropriate step of the salary schedule on the bargaining unit member's anniversary date of hire by the City. Thereafter, on an annual basis, a bargaining unit member shall move to the

next higher step of the salary schedule on his anniversary date of hire until the bargaining unit member reaches the highest step on the guide.

5. Going forward, it is the intention of the parties that the Senior Registered Environmental Health Specialist title be compensated at a salary which is at the midpoint between the top salary of the Registered Environmental Health Specialist title and the lowest salary of the Principal Environmental Health Specialist title once the current bargaining unit member (Krishna Sahi) in the Senior title reaches Step 2 of the salary schedule.

C. Pursuant to N.J.S.A. 26:3-25.1 employees who are subject to a salary guide as noted in the previous paragraph shall reach the maximum of their salary ranges within five years by annual increments within the established ranges, maintaining an equitable differential span between minimum and maximum ranges at all times.

D. 1. A minimum hiring rate for full time entry level will be set at \$25,000.00. The City shall have the discretion based upon experience, market conditions, etc., to start an employee between the minimum salary and the base salary of the employee's position that was vacated or the highest base salary for that position, whichever is applicable.

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2. All full time employees granted a promotional title change shall receive the salary of no less than seven hundred fifty dollars (\$750.00) upon promotion and an additional increase of no less than seven hundred fifty dollars (\$750.00) after three (3) months satisfactory performance.

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

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ARTICLE XVI

DUES - REPRESENTATION FEE DEDUCTION

A. Dues Deduction:

The City agrees to deduct from the salaries of its full time and part-time employees, in twenty-six (26) equal deductions, dues for said employees who individually and voluntarily authorize the deductions. The City agrees to deduct dues in accordance with N.J.S.A. 52:14-15,9(e).

B. Representative Fee:

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

2. These deductions shall commence ninety (90) days after the beginning of employment in the unit or ten (10) days after the re-entry into employment in the unit.

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

4. Employees shall be permitted to change from dues paying status to agency shop status only during the first payroll period in July of each year.

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

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

E. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.6 and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system, or if the membership is not so available, the City shall immediately cease making said deductions.

F. For the purpose of this provision, employees employed on a ten month (10) basis or who are reappointed from year to year shall be considered to be in continuous employment.

G. 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.

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[Handwritten signature]



ARTICLE XVII

GENERAL PROVISIONS

A. Copies of all disciplinary actions shall be forwarded to the Union simultaneously with service on the employee.

B. Any correspondence, memoranda, etc. involving working conditions to be distributed by the City to bargaining unit members shall first be forwarded to the Union.

C. The Union shall be granted up to a maximum of six (6) days annually (a maximum of three [3] days for a maximum of two [2] employees to attend the Delegate Assembly).

D. A maximum of six (6) days annually in the aggregate shall be granted for the National Convention and/or the State Convention.

E. If possible, the City will post vacancies in prominent locations for up to thirty (30) days.

*Handwritten initials/signature*

ARTICLE XVIII

SAVINGS CLAUSE

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

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ARTICLE XIX

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2011 except where otherwise provided, and shall remain in full force and effect until June 30, 2014. This Agreement shall remain in full force and effect during the period of negotiation. This Agreement represents and incorporates the complete and final understanding by the parties on all bargainable issues which were or could have been the subject of negotiation.

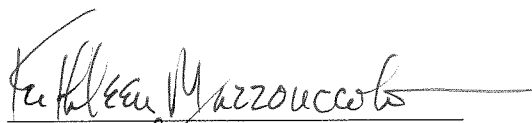
IN WITNESS THEREOF, the parties have hereunto set their hands and seals this 15<sup>th</sup> day of August, 2014.

CITY OF PATERSON

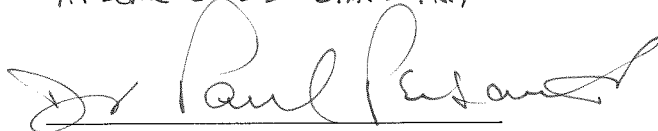
A.F.S.C.M.E. COUNCIL 52  
LOCAL 430





MAYOR

  
AFSCME Co 52 STAFF ATTY

BUSINESS ADMINISTRATOR



PRESIDENT

  
8/20/14  
CITY CLERK  
DIRECTOR OF PERSONNEL