

Revised: May 12, 2023

AGREEMENT  
BETWEEN  
THE  
CITY OF PATERSON  
AND  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 125  
(PUBLIC SAFETY FIRE AND POLICE COMMUNICATIONS OPERATORS)

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JULY 1, 2019 – JUNE 30, 2024

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**PREAMBLE**

This Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023, entered into by the City of Paterson, (hereinafter referred to as the “City”), and Teamsters Local 125 (hereinafter referred to as the “Union”) has as its purpose the promotion of harmonious relations between the City and the Union; the establishment of any equitable and peaceful procedure for the resolution of difference; and the establishment of rates of pay, hours of work and other conditions of employment. It is the successor to the Agreement by and between the parties, which expired June 30, 2019.

**ARTICLE I**  
**RECOGNITION**

A. The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries/wages, hours, and other conditions of employment, and the administration of grievances arising hereunder for the terms of this Agreement.

**ARTICLE II**  
**UNION SECURITY**

The City shall deduct an amount certified by the Union from the pay of those employees who individually request in writing to the City that such deductions be made. Such requests shall be made on a Union payment authorization card, which the Employer shall implement in a timely manner upon receipt.

In implementing this Section, and in accordance with the Workplace Democracy Enhancement Act, the Employer agrees to allow the submission of electronic authorizations in addition to paper written authorizations for payroll deductions. The aggregate deductions of all employees shall be remitted together with the Union's billing statement to the Union by the fifteenth (15<sup>th</sup>) of the succeeding month. To the extent the terms of this agreement conflict with the Union's authorization card, the terms of this agreement prevail and void the conflicting terms of the Union's authorization card.

Union members may revoke authorization of dues deduction by providing simultaneous written notice to the City and the Union. 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.

**ARTICLE III**  
**HOURS OF WORK**

A. Work Day-Police Department Employees Only

1. Eight (8) consecutive hours of work within the twenty-four (24) hour period inclusive of meal periods.

B. Work Day-Fire Department Employees Only

1. Ten (10) or Fourteen (14) consecutive hours of work within a twenty-four (24) hour period inclusive of meal periods.

C. Work Schedule

1. All Communications Operators within the Police Department shall work a five (5) day week within a seven (7) day period.

2. a. Communications operators within the Fire Department shall work four (4) days, two (2) ten (10) hour days and two (2) fourteen (14) hour days within an eight (8) day period.

b. A work tour equals eight (8) consecutive calendar days beginning on the first ten (10) hour work day and shall be defined as:

- a. 10 hours on followed by 14 hours off;
- b. 10 hours on followed by 48 hours off;
- c. 14 hours on followed by 10 hours off;
- d. 14 hours on followed by 72 hours off.

D. Police and Fire Consolidation

1. If the Police and Fire Communications consolidate, all Public Safety Telecommunicators will work eight (8) consecutive hours of work within the twenty-four (24) hour period inclusive of meal periods.

2. If the Police and Fire Communications consolidate, all Public Safety Telecommunicators will work a five (5) day week within a seven (7) day period.

3. At the time of consolidation, all Public Safety Telecommunicators shall be notified of the open slots on each shift. The Public Safety Telecommunicators shall select their shifts based upon seniority.

4. After all slots on each shift are filled, future vacancies shall be posted and all Public Safety Telecommunicators shall have the opportunity to bid on vacant slots, which shall be filled on the basis of seniority.

5. With respect to the shift bidding procedure outlined above, the City reserves the right to fill vacancies without adhering to the shift bidding procedure when the City determines it is desirable to do so for departmental efficiency.

E. All employees shall be entitled to two (2) fifteen (15) minute rest periods during each full shift, in addition to their paid meal period. Smoking breaks are included in the definition of "Rest Period". Smoking breaks are not in addition to the Rest Periods provided herein. Abuse of this provision will lead to disciplinary action.

F. The City agrees to meet with Union representatives to discuss the work schedule.

## ARTICLE IV

### WAGES

A. 1. Public Safety Telecommunicators and Trainees (PSTs) hired after September 1, 2009, shall receive:

- 2% wage increase for all PSTs in the first year of the contract (i.e., 2019).
- 2% wage increase for all PSTs in the second year of the contract (i.e., 2020).
- All PSTs' salaries will be adjusted to \$35,000 in 2021.
- All PSTs' salaries will be adjusted to \$40,000 in 2022.
- All PSTs' salaries will be adjusted to \$45,000 in 2023.

2. PSTs hired before September 1, 2009, Senior PSTs, & Supervising PSTs (SPSTs) shall receive: 2% wage increase for all PSTS in the first year of the contract (i.e., 2019).

- 2% wage increase for all PSTS in the second year of the contract (i.e., 2020).
- All SPSTs will receive a \$5,000 salary increase in 2021.
- All SPSTs will receive a \$5,000 salary increase in 2022.
- All SPSTs will receive a \$5,000 salary increase in 2023.

3. Director of Communications Center & Chief Communications Operator will receive 2% wage increase per each year of the contract.

4. The City shall notify the 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 contribution from his/her retroactive amount due. The City shall also make its pension contributions and shall deduct and submit the bargaining unit member's pension contribution from his/or retroactive amount for bargaining unit members who retire prior to the first pay period of July 2019, prior to the bargaining unit member's retirement date.



B. 1. The City will continue to pay longevity upon the following formula:

Upon completion of 5 yrs. of service – 2% of Base  
Upon completion of 10 yrs. of service – 4% of Base  
Upon completion of 15 yrs. of service – 6% of Base  
Upon completion of 20 yrs. of service – 10% of Base  
Upon completion of 25 yrs. of service – 12% of Base

2. For all employees hired on or after January 1, 2017, there shall be no longevity.

C. All 2<sup>nd</sup> shift and 3<sup>rd</sup> shift Communications Operators will receive a three percent (3%) night shift differential when worked or when using paid time off.

D. The parties agreed to allow the City of Paterson to initiate 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 employment with the City.

E. 1. Effective July 1, 2019, all Communications Operators certified for EMD and 911 certifications yearly will be paid One Thousand (\$1,000.00) Dollars for each certification during the month of July for all full-time employees only.

2. All present employees shall maintain both certifications as a condition of continued employment. Any current employee who does not presently have both certifications shall be given six (6) months within which to obtain and maintain both certifications. Any current employee who does not obtain or maintain, as the case may be, both certifications, shall be subject to termination.

3. All Public Safety Telecommunicators are eligible and shall be trained for both certifications.

4. All employees hired on or after May 22, 2019 shall obtain and maintain both certification as a condition of initial and continued employment, respectively, but shall

not be entitled to these stipends. Any employee hired on or after the signing of this Agreement who does not have both certifications shall be given six (6) months within which to obtain and maintain both certifications. Any employee hired on or after the signing of this Agreement who does not obtain or maintain, as the case may be, both certifications, shall be subject to termination.

5. All certification pay pursuant to this Article will be issued retroactively on a yearly basis to eligible employees who have served a minimum of 260 days of employment. Days when the employee is suspended or on an unauthorized leave of absence shall not count as days of employment for purposes of this provision.

F. The salary for all bargaining unit employees shall be calculated by calculating these "straight-time equivalent" hours pursuant to the Fair Labor Standards Act. However, for the purposes of determining the hourly rate for calculating overtime, the employee's base salary shall be divided by 2,080.

G. All employees, after thirty (30) years of service with the City, who have accumulated more than their allotted sick leave buyout, will be entitled to up to sixty (60) additional days sick leave.

**ARTICLE V**

**OVERTIME**

- A. All non-exempt employees who are required to work in excess of forty (40) hours in one week shall be compensated at time and one-half of his/her regular rate of pay for all hours worked in excess of forty (40) hours. The compensation shall be in the form of cash or compensatory time at the employee's discretion. This provision incorporates the City's policy for "Compensatory Time for Non-Exempt Employees" found in the City of Paterson Personnel and Procedures Manual.
- B. The overtime rate only applies to hours worked in excess of forty (40) hours a week by non-exempt employees. The compensation paid in excess of forty (40) hours shall be in the form of cash or compensatory time at the employee's discretion. This provision incorporates the City's policy for "Compensatory Time for Non-Exempt Employees" found in the City of Paterson Personnel and Procedures Manual.
- C. Any employee called for emergency duty, in addition or outside of their regularly scheduled shift, shall be paid at time and one-half in accordance with the Fair Labor Standards Act for all hours worked during emergency duty.
- D. All overtime will be distributed evenly on a rotating basis in order of seniority among those employees able to perform the work.
- E. Once it has been determined that overtime is necessary the Supervisory Public Safety Telecommunicator or the Senior Public Safety Telecommunicator shall make the phone calls.

**ARTICLE VI**  
**PROMOTIONS**

A. Promotion and Filling of Vacancies – Provisional

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

2. During this period, employees who wish to apply for the open position, including employees on layoff, may do so. The application shall be in writing, and it shall be submitted to the employee's immediate supervisor in order to be considered.

3. A notice listing those employees who have applied for the position and the employee or employees selected for the position shall be posted by the City on all bulletin boards within two (2) work days of the selection by the City and be posted for a period of at least ten (10) work days.

4. Any employee who bids for such promotion or vacant position in accordance with the above, and is denied such position shall be entitled to grieve the decision of the City, only through the 3<sup>rd</sup> Step of the Grievance Procedure.

B. Promotion and Filling of Vacancies – Competitive Classification

Whenever a job opening occurs in competitive Civil Service job classification, the normal procedure for the selection for candidates from an appropriate Civil Service Eligibility List shall apply.

C. The City shall post all openings including promotions and provide a written copy to the Shop Steward and/or to the Union.

**ARTICLE VII**

**SENIORITY**

A. Seniority is defined as an employee's total full-time service with the City beginning with his/her original date of hire, not inconsistent with the New Jersey Civil Service Commission rules.

B. Employees with the greatest of seniority will be given preference in selecting vacations and shifts where reasonable and practical to meet the needs of the City.

C. The City shall maintain an accurate up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon request.

## ARTICLE VIII

### 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 IX

### HOLIDAYS

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

1. New Year's Day,
2. Dr. Martin Luther King Jr. Day,
3. Presidents' Day,
4. Good Friday,
5. Memorial Day,
6. Juneteenth
7. Independence Day,
8. Labor Day,
9. Columbus Day,
10. Veterans Day,
11. Election Day,
12. Thanksgiving Day,
13. Day After Thanksgiving,
14. Christmas Eve, and Christmas Day.

B. 1. In lieu of holidays all employees except those noted in Section C, shall receive One Hundred Seventy (170) hours of straight time pay with regular paycheck.

C. Senior PST-Drillmaster, Supervising PST-Compliance, Director of Communications Center, and Chief of Communications Operators will not receive any additional holiday pay, however, they will not have to report to work on any of the above-listed the City-observed holidays.



ARTICLE X

VACATION

A. 1. All full-time employees hired on or before July 1, 2003 shall receive an annual leave according to the following schedule:

	<u>Annual Leave Days</u>
One thru Three Years	15
Four thru Ten Years	20
Eleven thru Twenty Years	25
Twenty Years and Over	30

2. All full-time employees hired on or after July 1, 2003 but before January 1, 2018 *XZ Bl* shall receive an annual leave according to the following schedule:

	<u>Annual Leave Days</u>
One thru Four Years	15
Five thru Eleven Years	20
Twelve thru Twenty Years	25
Twenty-one Years and Over	30

3. All full-time employees hired on or after January 1, 2018 shall receive an annual *XZ Bl* leave according to the following schedule:

	<u>Annual Leave Days</u>
One thru Four Years	10
Five thru Twenty-one Years	15
Twenty-one Years and Over	20

4. For the purpose of Annual Leave, "Days" shall be calculated as eight (8) hours. An employee working a twelve (12) hour shift who takes an annual leave day shall be charged one and one-half (1½) annual leave days.

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

C. Two (2) week vacation requests will supersede one-week vacation requests. One-week vacation requests shall supersede holiday requests. Vacation time will be based on seniority.

D. An Emergency Day (1 day) will be granted and deducted from the employee's vacation time, based upon the number of hours the employee was scheduled to work. The City may request proof of the emergency and the employee must furnish said request.

E. Vacation leave not taken during the calendar year because of business necessity shall be scheduled to avoid losing the leave.

ARTICLE XI  
LEAVE OF ABSENCE

Leaves of absence for employees covered by this Agreement shall be as follows:

A. Funeral Time

- a. 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.
- b. One (1) day shall be given to any employee in case of death of brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or cousin.
- c. Employees may only request to take funeral leave from the date of the family member's death through the day of funeral.
- d. The City reserves the right to request documentation to verify the employee's proper use of funeral leave. Documents that may be requested include, but are not limited to, death certificate, obituary, and proof of relationship to the deceased.

B. Jury Duty	As required by law	Paid	Payment from Jury Commission returned to City
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C. Personal Time

Except in cases of emergency, all requests for use of personal time must be made via the Request for Personal Day form to the Paterson Fire Chief as far in advance as possible but not less than five (5) working days prior to the personal day to be taken. Approval or rejection will be given by the Paterson Fire Chief within three days of the receipt of the request. In case of emergency, an employee shall notify the Paterson Fire Chief within fifteen (15) minutes of the employee's start time if he/she must use personal leave. *See the City of Paterson Personnel Policies and Procedures Manual for the Personal Day Request form.*

Personal leave must be taken in full day increments.

Any employee who exhausts all personal leave in any one year shall not be credited with additional paid personal leave until the beginning of the next calendar year.

If an employee terminates employment prior to the end of the calendar year, an adjustment will be made in the final paycheck for leave used but not earned.

Upon termination of employment, an employee will forfeit his or her accrued but unused personal days. The City will not compensate employees for accrued but unused personal days.

Part-time employees are not entitled to personal days.

D. Sick Time

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.

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. 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 in lumpsum 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. Union Business

One (1) officer shall be granted time for convenience or important Union matters at the discretion of the Director of Police or Fire upon written request. Such request must be made at least seventy-two (72) hours prior to the time period request and may not exceed five (5) days per year period.

F. If sent to school for the City, the City will be responsible for all costs.

G. Military Service.

As required by law, including National Guard or other U.S. Reserve units.

H. Extended Sick Leave

1. 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, must be upon request and with the approval of the Director of Police or Fire.

2. Any employee who is granted a leave of absence for up to six (6) months' time or more shall return with no loss of seniority rights, provided the employee has been on sick leave or due to injuries or a disability due to a sickness.

3. Any employee who is granted a leave of absence for more than six (6) months to hold another job, position, or a title in private industry shall lose his seniority rights.

4. Employees returning from authorized leaves of absences as set forth above will be restored to their original classification at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

I. Maternity Leave

Maternity Leave shall be granted for a period of up to six (6) months and may, upon written request, extend to a maximum of one (1) year.

J. Funeral Leave

One (1) day bereavement for non-immediate family shall consist of death of a niece, nephew, uncle, aunt, or cousin.

K. Sick Leave Accumulation Payment

1. Employees who retire after twenty (20) years of service shall receive compensation for unused accumulated sick leave at the rate of the employee's daily rate of pay, based upon the average base pay received during the last full year of his/her active employment prior to the effective date of said retirement.

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

3. Employees may request a lump sum payment for their 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. Day Off Request

Once a day off request has been approved and posted, it cannot be denied unless manpower needs will hinder the effective operation of the communications of Fire and Police.

L. Workers' Compensation

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

b. If an employee returns 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 Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off charged against his or her accumulated sick time and, if necessary, against any other accumulated time. If the employee does not have enough accumulated time off, he or she shall be advanced sick time to cover the absence. If the employee leaves the employ of the City prior to reimbursing the City for such advanced time, the employee shall be required to reimburse the City for such advanced time.

3. Any employee who is injured, whether slight or severe, while working, must make an immediate report within 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.



**ARTICLE XII**  
**GRIEVANCE PROCEDURE**

A. DEFINITION

1. Grievance – the term “grievance” shall be defined as a dispute between the parties involving the interpretation or application of any provision of this Agreement or any dispute between the parties regarding the terms and conditions of employment.

2. Days – the term “days” when used in this article shall, except where otherwise indicated, excludes Saturdays and Sundays, and shall mean business days.

B. PROCEDURE

1. It is important that grievances be processed as rapidly as possible. The number of “working days” shall be considered as maximum and every effort shall be made to expedite the grievance process. When mutually agreed, the time limits given below may be extended.

2. Time limits – 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. 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. Closed Meetings and Hearings- All meetings and hearings referred to in this Section shall not be conducted in public and shall be limited to the grievant(s), representatives, and other participants of these procedures as heretofore, referred to in this Section.

4. Representation - A grievant shall be entitled to be represented by the Union or at his expense a legal representatives of his own choosing in the presentation and processing of a grievance in all stages, provided, however, that notification of all meetings, steps, copies of all grievances and answers are given to the Union, and the Union is given the right to be present, and state its own views, at all meetings and hearings of the grievance procedure, up to and including arbitration.

5. Time of Meetings and Hearings- Working Hours – All discussions, meetings and hearings between the grievant(s), Supervisors, Department Head or designee, Business Administrator and others, shall be for as practicable, be conducted within the grievant's working hours. A grievant and his representative shall be allowed such time off from their regular duties, without loss of pay or benefits, as may be necessary and reasonable for hearings and discussions. However, all grievance meetings with the City shall not entitle any employee to overtime compensation.

#### C. BASIC STANDARDS AND PRINCIPLES

1. Every employee shall have the right to present his grievance in accordance with procedures prescribed herein, free from interference, coercion, restraint, discrimination or reprisal.

2. The availability of the grievance and arbitration procedure shall not justify a failure to follow orders.

3. The parties by written consent may waive all the steps except arbitration.

#### D. STEPS OF GRIEVANCE PROCEDURE

1. Employees, Supervisors, and the City are expected to exhaust every administrative device to amicably settle all differences of opinion. In the interest of uniform procedure and to expedite handling, employees and the Union are expected to present their grievances through regular supervisory channels in the foregoing order and within fifteen (15) days from the date the incident occurred or within fifteen (15) days from the date the employee should have known of the incident, or the grievance shall be deemed waived.

2. STEP 1 – An employee shall discuss his problem or grievance with his immediate supervisor. The supervisor shall evaluate the problem or grievance, and within the scope of his authority pursuant with Rules, Regulations, and Procedures of the Department, attempt to adjust the grievance within twenty-four (24) hours.

3. If the grievant still be aggrieved, the grievant may refer the grievance to Step 2.

4. STEP 2 – Department Head– if no satisfactory agreement is reached after the discussion with the immediate supervisor, the grievance may be submitted to the Department Head or designee within five (5) days. The Department Head or designee shall have ten (10) days to submit his decision in writing to the Union and the grievant.

5. STEP 3 – Business Administrator – If no satisfactory agreement is reached after Step 2, the grievance may be submitted to the Business Administrator or designee within five (5) days after receipt of the Step 2 decision. The Business Administrator designee shall have ten (10) days to submit a decision in writing to the Union and the grievant.

#### E. IMPARTIAL AND BINDING ARBITRATION

Within twenty (20) days following receipt of the Business Administrator’s decision, the Union shall have the right to bring grievances unresolved at the Step 3 decision to binding and impartial arbitration, pursuant to the rules of the Public Employment Relations Commission.

1. Only the Union shall have the right to bring the grievant’ s unsatisfied grievance to arbitration.

2. An arbitrator shall be selected pursuant to the rules and regulations of the Public Employment Relations Commission.

3. The Arbitrator shall render a decision within thirty (30) days after the closing of the hearing. The decision shall be final and binding upon the parties, subject to the rights of the parties under law.

4. The Arbitrator shall be bound by the provisions of this Contract and restricted to the application of the facts presented to him involved in the grievance.

5. The Arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Contract or any amendment or supplement thereto.

6. The cost for the services of the Arbitrator shall be borne equally by the City and the Union. Any other expenses, including but not limited to the presentation of witnesses shall be paid by the party incurring same.

7. Grievance file – All copies of grievance forms, records, documents and other communications relating to a grievance and its processing shall be filed in a separate “Grievance File” in the Office of the Business Administrator, and none of these aforementioned papers or any reference to them shall be kept in the Personnel File of any of the participants.

The Union shall be provided a copy of the grievance documents upon request, so long as the requested document is not protected under privilege.

8. Grievance Forms – Forms necessary for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Business Administrator or his designee and the Union, and be given appropriate distribution so as to facilitate operation of the grievance procedure.

F. DISCIPLINE AND DISCHARGE

1. For application of the provision of this Article to disciplinary actions, please refer to the Discipline and Discharge provision at Article XIV of this Agreement.

### ARTICLE XIII

#### DISCHARGE AND DISCIPLINE

MINOR DISCIPLINE: The Union shall have the right to submit a grievance concerning a minor suspension, within the meaning of N.J.A.C. 4A:2-3.1, of a permanent employee directly to Step Three, and any appeal shall be handled in accordance with the grievance procedure of Article III, including arbitration.

MAJOR DISCIPLINE: All bargaining unit members with permanent Civil Service status subject to major discipline within the meaning of N.J.A.C. 4A:2-2.2(a) 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.

A grievance may be settled at any stage of the disciplinary action, 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.

## ARTICLE XIV

### SAFETY AND HEALTH

A. The City shall at all times maintain safe and health working conditions within the area in which the employees who are covered by the terms of this Agreement work.

B. 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 objective. 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 along 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. The City shall make every effort to schedule meetings during reasonable hours without loss of pay.

4. The Employee Relations 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 department levels as necessary. The parties may issue joint meeting minutes and letters of understanding.

**ARTICLE XVI**

**EQUAL TREATMENT**

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, Union membership/activity, or any other legally protected status.

ARTICLE XVI

UNIFORMS

- A. New employees will receive two uniform shirts and two uniform pants upon hire.
- B. Existing employees will receive one uniform shirt and one pair of uniform pants in January and July of each year of the agreement.



**ARTICLE XVII**

**NO STRIKE OR LOCK-OUT PROVISIONS**

A. Neither the Union, nor the employees, nor the City, shall instigate, promote, sponsor, engage in, or condone any strike, picketing, slowdown, concerted work stoppage, lockout, or any other intentional interruption of work. In the event any person violates the terms of the no-strike clause, the City shall have the right to discharge or otherwise discipline such person. In the event that an arbitration proceeding is instituted which involves a breach of the no-strike clause, the sole question for the arbitrator shall be whether the employee was engaged in the prohibited activity.

**ARTICLE XVIII**

**SAVINGS CLAUSE**

- 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 XIX

### UNION RIGHTS

A. Visits by representatives of the Union shall be allowed after reporting to the office and when clearance is provided, when Union business requires such visits and police security is not in question.

1. The Union shall have the right to use the office buildings and other facilities to meet with negotiations unit employees during the workday to investigate and discuss grievances, workplace-related complaints, and other workplace issues during lunch and other non-work breaks and before and after the workday, provided such meetings do not interfere with City operations.

2. The Union shall also have the right to conduct worksite meetings to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of the Union, and internal Union matters involving the governance or business of the Union, provided such meetings are during lunch and other non-work breaks and before and after the workday, and further provided such meetings do not interfere with City operations.

3. The City agrees to permit representatives of the International Union, the Union Council, and the Local Union to enter the premises of the City for individual discussion of working conditions with the employees, provided such representatives first notify the Fire Chief and do not unduly interfere with the duties of the employees.

4. Requests shall be made at least one (1) week in advance of the proposed date of use and liability or the damages, care and maintenance and any costs which are attendant thereto shall be borne by the Union.

5. Meetings conducted in City owned or leased buildings shall not be for the purposes of supporting or opposing any candidate for partisan political office, or for the purpose of distributing literature or information regarding partisan elections.

6. The City may charge the Union for maintenance, security, and other costs related to the use of this space by the Union that would not otherwise be incurred by the University.

B. A shop chairman, selected by his fellow workers, may represent the employees in the absence of the Union representative; and shall be given reasonable opportunity to confer with employees in regard to matters affected by this Agreement, during working hours.

C. The Union shall have the right to email Local 125 negotiations unit employees who have City email accounts for the purpose of communication with negotiations unit employees regarding collective negotiations, the administration of collective negotiation agreements, the investigation of grievances, other workplace-related complaints and issues, and internal Union matters involving the governance or business of the Union. The Union's email use shall be consistent with City policy.

D. A Safety Committee, consisting of one (1) member appointed by the Business Administrator and one (1) member of the Union will make periodic safety inspections, and submit in writing to the Business Administrator's office, a report of conditions deemed hazardous or unhealthy so that corrective measures may be instituted.

E. Dispatchers shall be allowed to attend special training sessions to update skills and knowledge on new procedures and equipment as manpower needs allows.

F. The City shall allow distribution of literature regarding benefits, insurance, etc. shall be made available.

G. The City agrees to provide a bulletin board for the exclusive use of the Union to post notices and other Union information at each work institution.

**ARTICLE XX**

**COMPLETENESS OF AGREEMENT**

A. 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 negotiations.

**ARTICLE XXI**

**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 suspend, demote, discharge, or take any other appropriate disciplinary action against 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.

B. The City reserves the right, with regard to all other conditions of employment not reserved in this agreement or any other mandatorily negotiable subject, 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 national, state, county or local laws and regulations.

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

**ARTICLE XXII**

**RULES AND REGULATIONS**

A. Proposed new rules or modifications of existing rules covering negotiable working conditions shall be negotiated with the Union before they are established.

B. All written rules and regulations shall be provided to the Union immediately upon promulgation.

### ARTICLE XXIII

#### TERMINATION OR MODIFICATION OF THE AGREEMENT

This Agreement shall be in full force and effect retroactive to July 1, 2019 and shall remain in effect to and including June 30, 2024 . This Agreement shall continue in full force and effect from year to year thereafter unless one party or the other gives notice in writing, no sooner than one hundred fifty (150) days, nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. If such written notice is given, and a new contract is not signed before the expiration date of the old contract, this Agreement is to continue in full force and effect, until a new contract is signed.



## ARTICLE XXIV

### SHOP STEWARD

A. The City recognizes the right of the Union to designate employee representatives who shall be a Shop Steward. The City also recognizes the right of the Union to designate alternate Stewards to act in the absence of a designated Shop Steward. The Shop Steward can raise with the City any questions concerning the enforcement and applicability of this Agreement and all terms and conditions of employment. The Union shall furnish the City in writing the names of the Shop Stewards.

B. The Shop Steward will be granted time off without loss of pay for the purpose of attending meetings and conferences related to collective negotiations provided that the total amount of such time off without loss of pay during each calendar year of this Agreement shall not exceed five (5) working days. The employee must notify the Employer of said leave at least five (5) days prior to the convention or conference. Whenever the City meets with an employee to administer or investigate discipline against an employee, the Shop Steward shall be present upon request by the target of the disciplinary action.

C. A Shop Steward shall be a member of the Union covered by this agreement and elected by the members of the Union covered by this agreement or appointed by the Union according to the Union's bylaws. The City shall neither appoint nor recommend any candidate for either position.

D. The Shop Stewards' duties shall be to see to it that the relationship between the Employees and the City shall be maintained as harmoniously as possible, consistent with the terms of the Agreement.

E. Whenever the Employer hires a new Employee covered by this agreement, the Union and the Shop Steward will be notified in writing as soon as practical, not later than thirty (30) days after the new employee is hired.

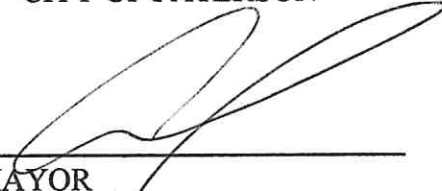
IN WITNESS WHEREOF, the Union and the City have executed this Agreement this


7<sup>th</sup> day of August, 2023.

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

CITY OF PATERSON

TEAMSTERS LOCAL NO. 125

By:   
\_\_\_\_\_  
MAYOR

By:   
\_\_\_\_\_

By:   
\_\_\_\_\_  
BUSINESS ADMINISTRATOR

By:   
\_\_\_\_\_

By:   
\_\_\_\_\_  
CITY CLERK

By:   
\_\_\_\_\_

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

No. 9 ..... Res. # 22:602 ..... Date of Adoption OCTOBER 11, 2022 .....

Division .....

Factual Contents Certified By

TITLE:

*Katherine M. King* .. 10/5/22  
Title Date

**RESOLUTION APPROVING A CONTRACT  
 BETWEEN THE CITY OF PATERSON AND  
 TEAMSTERS LOCAL 125 - PATERSON  
 DISPATCHERS UNION**

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

*[Signature]* .. 10/5/22  
CORPORATION COUNSEL Date

COUNCILPERSON LUIS VELEZ ..... Introducing the Following Resolution:

**WHEREAS**, the City has completed Collective Bargaining Negotiations with Teamsters Local 125 who represent the Paterson Dispatchers; and

**WHEREAS**, the Administration has now presented a contract reflecting the agreement reached in Collective Bargaining Negotiations; and

**WHEREAS**, it is the recommendation of the Administration that said contract be approved.

**NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL** of the City of Paterson that the Municipal Council hereby approves the contract between the City of Paterson and Teamsters, Local 125 in the "Memorandum of Agreement" attached hereto.

**STATEMENT OF PURPOSE**

The purpose of this Resolution is to authorize a Collective Bargaining Agreement between the City of Paterson and Teamsters, Local 125 - Paterson Dispatchers Union for the period of July 1, 2019, to June 30, 2024.

SECONDED BY COUNCILPERSON MD. FORID UDDIN/ALEX MENDEZ/DR. LILISA MIMMS

*Do Not Use Space Below This Line*

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

Adopted at a meeting of the Municipal Council of the City of Paterson, N.J., ... OCTOBER 11, 2022 .....

*[Signature]* ..... Council President      *[Signature]* ..... City Clerk  
 SHAHIN KHALIQUE      SONIA L. GORDON