

Revised: May 17, 2007

AGREEMENT

BETWEEN

THE

CITY OF PATERSON

AND

UNITED PUBLIC SERVICE EMPLOYEES UNION

(PUBLIC SAFETY FIRE AND
POLICE COMMUNICATIONS OPERATORS)

JULY 1, 2003 - JUNE 30, 2007

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EMJ

TABLE OF CONTENTS

PREAMBLE..... 1

ARTICLE I - RECOGNITION..... 2

ARTICLE II - UNION SECURITY..... 3

ARTICLE III - REPRESENTATION FEE..... 4

ARTICLE IV - HOURS OF WORK..... 6

ARTICLE V - WAGES..... 8

ARTICLE VI - OVERTIME..... 13

ARTICLE VII - WORK FORCE CHANGES..... 14

ARTICLE VIII - SENIORITY..... 16

ARTICLE IX - HEALTH INSURANCE..... 17

ARTICLE X - HOLIDAYS..... 21

ARTICLE XI - VACATION..... 23

ARTICLE XII - LEAVE OF ABSENCE..... 25

ARTICLE XIII - GRIEVANCE PROCEDURE..... 32

ARTICLE XIV - DISCHARGE AND DISCIPLINE..... 35

ARTICLE XV - SAFETY AND HEALTH..... 37

ARTICLE XVI - EQUAL TREATMENT..... 39

ARTICLE XVII - UNIFORMS..... 40

ARTICLE XVIII - NO STRIKE OR LOCK-OUT PROVISIONS..... 41

ARTICLE XIX - SAVINGS CLAUSE..... 42

ARTICLE XX - MISCELLANEOUS..... 43

ARTICLE XXI - COMPLETENESS OF AGREEMENT..... 44

ARTICLE XXII - MANAGEMENT RIGHTS..... 45

M.W. JP Em

ARTICLE XXIII - RULES AND REGULATIONS..... 47

ARTICLE XXIV - TERMINATION OR MODIFICATION OF
THE AGREEMENT..... 48

M.W. JP 8/08

PREAMBLE

This Agreement dated this day of, 2007,
entered into by the City of Paterson, (hereinafter referred
to as the "City") and United Public Service Employees
Union, (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 differences; 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
20, 2003.

M.W. JP Em

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.

M.W. JP *Emm.*

ARTICLE IIUNION SECURITY

A. The City agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. 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 to the Treasurer of the Union together with a list of the names of all employees for whom the deductions were made by the fifteenth (15th) day of the succeeding month after such deductions are made. This authorization shall be irrevocable during the terms of this Agreement, or as may otherwise be provided in applicable statutes.

ARTICLE III

REPRESENTATION FEE

A. 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.

B. These deductions shall commence thirty (30) days after the beginning of employment in the unit, or ten (10) days after re-entry into employment in the unit.

C. The amount of said representation fee shall be certified to the City by the Union, which amount shall not exceed eighty-five per cent (85%) of the regular membership dues, fees and assessments charged by the Union to its own members.

D. 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.

E. The City shall remit the amounts deducted to the Union monthly, on or before the fifteenth (15th) of the month following the month in which such deductions were made.

F. 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

M.W. 98 *[Signature]*

times. In the event the Union fails to maintain such a system, or if membership is not so available, the City shall immediately cease making said deductions.

G. Dues deductions for any employee in the bargaining unit shall be limited to the majority representative, and employees shall be eligible to withdraw such authorization as provided by N.J.S.A. 52:14-15.9(e).

M.W. JP

ARTICLE IV

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 Schedules

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 start of 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.

M.W. JP *Sm*

D. 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.

ARTICLE V

WAGES

A. 1. Effective retroactive to July 1, 2003, there shall be an across-the-board salary increase of two (2.0%) percent, or one thousand five hundred (\$1,500.00) dollars, whichever is greater.

2. Effective retroactive to July 1, 2004, there shall be an across-the-board salary increase of two and one-half (2.5%) percent, or one thousand five hundred (\$1,500.00) dollars, whichever is greater.

3. Effective retroactive to July 1, 2005, there shall be an across-the-board salary increase of three and one-half (3.5%) percent, or one thousand five hundred (\$1,500.00) dollars, whichever is greater.

4. Effective retroactive to July 1, 2006, there shall be an across-the-board salary increase of four (4.0%) percent, or one thousand five hundred (\$1,500.00) dollars, whichever is greater.

B. 1. Effective retroactive to July 1, 2003, the starting salary for employees who are not 911 and EMD certified shall be Twenty Thousand Five Hundred (\$20,500.00) Dollars, and the starting salary for 911 and EMD certified employees shall be Twenty Two Thousand Hundred (\$22,000.00) Dollars.

M.W. JP *SM*

2. Effective retroactive to July 1, 2004, the starting salary shall be Twenty Two Thousand (\$22,000.00) Dollars.

3. Effective retroactive to July 1, 2005, the starting salary shall be Twenty Three Thousand Five Hundred (\$23,500.00) Dollars.

4. Effective retroactive to July 1, 2006, the starting salary shall be Twenty Five Thousand (\$25,000.00) Dollars.

C. 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

D. 1. Senior Communications Operators shall be paid One Thousand Five Hundred (\$1,500.00) Dollars above the communications operators.

2. Effective retroactive to July 1, 2005, Senior Communications Operators shall be paid Two Thousand Two Hundred and Fifty (\$2,250.00) above the communications operators.

3. Effective retroactive to July 1, 2006, Senior Communications Operators shall be paid Three Thousand (\$3,000.00) Dollars above the communications operators.

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E. All 2nd shift and 3rd shift Communications Operators will receive a three per cent (3.0%) night shift differential.

F. 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.

G. There will be two (2) Senior Communications Operators per shift.

H. 1. All Communications Operators certified for EMD and 911 certifications yearly will be paid Five Hundred (\$500.00) Dollars for each certification during the month of July for all full time employees only.

2. Retroactive to July 1, 2005, all Communications Operators certified for EMD and 911 certifications yearly will be paid Seven Hundred and Fifty (\$750.00) Dollars for each certification during the month of July for all full time employees only.

3. Retroactive to July 1, 2006, 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.

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

4. Both police and fire telecommunicators are eligible and shall be trained for both certifications.

5. All employees hired on or after the signing of this Agreement shall obtain and maintain both certifications 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.

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

J. 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.

ARTICLE VI

OVERTIME

A. Overtime compensation, at the rate of one and one-half (1 ½) of the employee's base salary, shall be given for all hours worked in excess of forty (40) hours per week. All overtime shall be distributed on a rotating basis, according to a schedule initially to be developed according to seniority and will be paid in accordance with the Fair Labor Standards Act.

B. Any employee called for emergency duty, in addition or outside of their regularly scheduled shift, shall be paid at time and one-half for all hours worked in accordance with the Fair Labor Standards Act.

C. All overtime will be on a fair and rotating basis.

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ARTICLE VII

WORK FORCE CHANGES

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 3rd Step of the Grievance Procedure.

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B. Promotion and Filling of Vacancies - Competitive Classification

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

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ARTICLE IXHEALTH INSURANCE

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

B. 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 \$0.00 co-pay for generic drugs, \$5.00 co-pay if no generic drug is available.

C. The City shall pay the full cost of the dental plan for full time employees and their eligible dependents. There will be an 80/20 Dental Plan, and employees enrolled in this plan will pay one-half (1/2) of the monthly increase of the premium.

D. The City shall pay the full costs of an optical plan for full time employees. Effective retroactive to July 1, 2006, the optical plan shall be increased to provide Fifty (\$50.00) Dollars for eye examination and Fifty (\$50.00) Dollars for frames/lenses. Bargaining unit employees shall be entitled to this benefit every other year, as in the current plan.

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

F. 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 substantially equivalent.

G. As of July 1, 1997, all full time employees who are hired shall be covered by the City of Paterson for hospitalization, medical, drug-prescription, dental and optical plans at no cost to the employee.

H. Hospital, Medical Dental & Drug-Prescription - Retirees

1. The City shall pay the full 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 with fifteen (15) years of service with the City and has attained the age of sixty-two (62).

M.W. JP 8/11

c. Employee retires on an accident disability pension or ordinary disability pension with not less than five years continuous service with the City.

2. The provisions of Section 1.a. and 1.b. above shall cease when any of the following occur:

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

3. Any retired member of the bargaining unit covered under the provisions of this Section taking employment with any other employer 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.

4. Upon the death of the retiree, the surviving spouse and dependent children under the age of twenty-three (23) shall be entitled to remain enrolled in the City's medical-hospital insurance plan and drug-prescription 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 65 years of age

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

6. The provisions of this Article are subject to the rules and regulations of the carrier and the Public Employees Retirement System, Division of Pensions.

I. The City shall pay the cost of medical and hospital insurance for the spouse and eligible dependents of employees who die while not on duty.

ARTICLE X

HOLIDAYS

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

- | | |
|------------------------|-------------------------|
| New Year's Day | Election Day (November) |
| Good Friday | Labor Day |
| Memorial Day | Columbus Day |
| Independence Day | Veterans Day |
| Martin Luther King Day | Thanksgiving Day |
| Day after Thanksgiving | Christmas Eve |
| Easter Sunday | Christmas Day |

B. In lieu of holidays, effective retroactive to January 1, 2007, all employees shall receive One hundred Twenty (120) hours of straight time pay.

C. 1. Any employee who is scheduled to work on an observed City holiday, will receive one and one-half (1 ½) times his or her regular rate of pay for all hours worked on said observed holiday, in addition to their regular pay check.

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 compensation in addition to the compensation listed in Section B and their regular pay check.

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

M.W. JP

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 C1 above, but shall only receive their regular pay check.

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ARTICLE XI

VACATION

A. 1. All full time employees hired on or before the effective date of this Agreement 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 the effective date of this Agreement 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-one Years	25
Twenty-one Years and Over	30

3. 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.

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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 supercede one week vacation requests. One week vacation requests will supercede 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.

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ARTICLE XIILEAVE OF ABSENCE

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

<u>Purpose</u>	<u>Number of Days</u>	<u>Paid/Unpaid</u>	<u>Special Provisions</u>
A. Funeral	From date of death thru day of funeral death of mother, father, brother, sister, son daughter, grandparents, mother/father-in-law, spouse	Paid	(4) Days
B. Jury Duty	As required by law	Paid	Payment From Jury Commission Returned to City
C. Personal	(24) Hours/Year if For Special need & With (2) days advance request (All full-time employees)	Paid	

D. Sick time

1. Employees hired prior to the end of the calendar year shall earn eight (8) hours of sick leave for each month employed prior to December 31.

2. Employees on the payroll as of January 1 shall be credited with one hundred twenty (120) hours of sick time.

3. Sick time shall be cumulative with no maximum limit and shall be earned during paid authorized leave of absence.

M.W. JP

4. A doctor's note shall be required after (5) consecutive days for Police Communication Operators and (2) consecutive tours for Fire Communication Operators, or whenever it appears reasonable to the City to request a doctor's certificate.

E. Union Business

One (1) officer shall be granted time for conventions 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 paid.

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 1st 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 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 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 XIIIGRIEVANCE PROCEDURE

A. A grievance is a claim by an employee or the Union based upon the interpretation, application or violation of this Agreement. If the grievance is not initiated within the time period allotted, it shall be deemed to have been waived.

Step 1: The Union Steward, with the Employee, shall take up the grievance or dispute with the Chief of the Department within ten (10) days of its occurrence. If, at that time the Steward is unaware of the grievance, he/she shall take it up within ten (10) days of his/her knowledge of its occurrence. The Chief shall then attempt to adjust the matter and shall respond to the Steward within three (3) working days.

Step 2: If the grievance still remains unadjusted, it shall be presented by the Union Steward or Union Representative to the Director of Police or Fire within seven (7) days after the response of the Chief of the Department. The Director of Police or Fire shall respond in writing to the Union Steward, Union Representative, or Grievance Committee, within five (5) working days, or the next meeting of the Police or Fire Department.

Step 3: If the grievance is still unsettled, the Union may, within fifteen (15) working days after the reply of the Director of Police or Fire is due, by written notice to the

Director of Police or Fire, request final and binding arbitration.

B. The Arbitration proceedings shall be conducted by an arbitrator to be settled by the City and the Union within seven (7) days after notice has been given. If the parties fail to agree upon an arbitrator, the Public Employment Relations Commission shall be requested by either or both parties to provide a panel of arbitrators. An arbitrator shall then be selected in accordance with the rules and regulations of the Public Employment Relations Commission.

C. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of the testimony and argument.

D. Expenses for the arbitrator's service and the proceeding shall be borne equally by the City and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

E. The Union shall notify the City in writing of the names of its employees who are designated by the Union to represent employees under the grievance procedure. Employees

so designated by the Union will be permitted to confer with other Union representatives, employees and with the City's representatives regarding matters of employee representation, during working hours without loss of pay and without interruption of duties.

F. Representative of the Union, who are not employees of the City, will be permitted to visit with the employees during working hours for the purpose of discussing Union representation matters. Such representatives shall also be recognized by the City as an authorized spokesman for the Union in meetings between the parties regarding employee representation matters.

G. It is agreed that representatives of the City and representative of the Union will meet from time to time upon request of either party to discuss matters of general interest or concern, matters which are not necessarily a grievance as such.

H. Failure at any step of this procedure to communicate to the aggrieved employee or the Union the decision on a grievance within a specified time limit shall permit the aggrieved employee to proceed to the next step of the grievance procedure. Failure to announce appeal of grievance to the next step within the specified time limits shall terminate the grievance.

ARTICLE XIVDISCHARGE AND DISCIPLINE

A. The City shall not discipline or discharge an employee without just cause. The City shall notify the appropriate Union representative immediately of any discharge or discipline of an employee. Where such action involves loss of employee's wages, the appropriate Union representative 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 such written reasons to the appropriate Union representative 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. All employees must be charged within any time limits prescribed by law, after investigation, with copies of charges and specifications sent to the Union.

D. The employee must have union representation for all disciplinary actions.

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ARTICLE XVSAFETY AND HEALTH

A. The City shall at all times maintain safe and healthy 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.

M.W. J.P. Em...

ARTICLE XVI

EQUAL TREATMENT

A. The City agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, membership or union activities.

M.W. J.P. 8/17

ARTICLE XVII

UNIFORMS

A. All employees covered by this Agreement shall receive a clothing allowance.

B. All full-time employees shall receive an annual uniform allowance of \$1,000.00 to be paid in two (2) equal installments, in January and July of each year.

M.W. J.P. [Signature]

ARTICLE XVIII

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.

M.W. JP [Signature]

ARTICLE XIX

SAVINGS CLAUSE

A. Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decisions; whereupon the parties agree immediately to negotiate a substitute for the invalidated portion thereof.

B. If in any case this Agreement is in conflict with New Jersey Department of Personnel regulations, the New Jersey Department of Personnel regulations will prevail.

M.W. JP Em



ARTICLE XX

MISCELLANEOUS

A. Bulletin Boards

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 installation.

B. Access to Premises

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 Department and do not unduly interfere with the duties of the employees.

C. Aid to Other Unions

The City agrees there will be no aid, promotion or financing of any labor group to organization which purports to engage in collective bargaining on the part of the City or those designated as its representatives or subordinate staff for any purpose, and that the payroll deduction of dues for any such other organization shall not be permitted.

M.W. JP 2/13

ARTICLE XXI

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.

M.W. J.P. 1/7

ARTICLE XXII

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:

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

M.W. JP

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. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, and regulations in the furtherance thereof, and the use of judgment and discretion in connection therewith, the City shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40A:1-1 et. seq. or any other national, state, county or local law or regulations.

M.W. JP *EM*

ARTICLE XXIII

RULES AND REGULATIONS

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

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

M.W. JP *[Signature]*

ARTICLE XXIV

TERMINATION OR MODIFICATION OF THE AGREEMENT

A. This Agreement shall remain in full force and effect from July 1, 2003 through June 30, 2007. Not less than One Hundred Twenty (120) days prior to the City's budget submission date of Ninety (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 Ninety (90) days prior to the expiration date.

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IN WITNESS WHEREOF, the Union and the City have executed this Agreement this ____ day of _____, 2007.

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

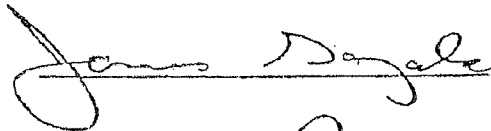
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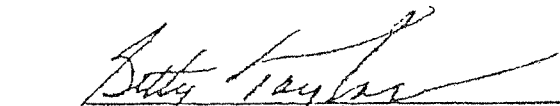
UNITED PUBLIC SERVICE
EMPLOYEES UNION
NEGOTIATION COMMITTEE


MAYOR

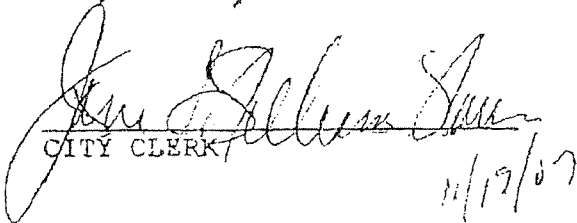

Kevin E. Syle, Jr.
President


BUSINESS ADMINISTRATOR




ASST. DIRECTOR OF PERSONNEL




CITY CLERK
11/19/07

