

April 1, 2020

AGREEMENT

BETWEEN

THE CITY OF PATERSON

AND THE

UNITED SERVICE WORKERS UNION,
IUJAT, LOCAL 74
"CROSSING GUARDS"

JULY 1, 2019 THROUGH JUNE 30, 2024

GENOVA BURNS
494 Broad Street
Newark, NJ 07102
973-533-0777

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PREAMBLE

This Agreement, made and entered into this 1st day of April 2020, by and between the CITY OF PATERSON, hereinafter called the "City" and UNITED SERVICE WORKERS UNION, IUJAT, LOCAL 74, hereinafter called the "UNION."

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ARTICLE I

RECOGNITION

A. The City hereby recognizes the Union as the sole and exclusive collective bargaining agent for the Crossing Guards employed by the City, concerning the terms and conditions of employment for all of the aforementioned crossing guards. The City shall not abridge, add to, or change any section of this Agreement, except for any changes reached by mutual agreement, and the City shall not enter into any separate agreements, covenants, or contracts with any individual who is part of the bargaining unit, which would abridge, add to, or change this Agreement.

B. Excluded from the bargaining unit shall be all other employees of the City of Paterson.

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ARTICLE II

DEDUCTIONS FROM SALARY

A. The employees represented in this bargaining unit may not request payroll deductions or the payment deductions or the payment of dues to any labor organizations other than the duly certificated majority representative pursuant to N.J.S.A. 52:14-15.9e. The City shall withhold dues from each Union member's pay in an amount authorized by the Union. The amounts to be deducted shall be certified to the City by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Union monthly. Dues shall not be deducted from employees who are not members of the Union unless said employees voluntarily authorize such deduction in writing. The Union will deliver to the City a dues checkoff authorization signed by each Union member or any non-member who voluntarily requests to pay dues. Any dues checkoff authorizations executed prior to the effective date of this Agreement shall continue in full force and effect and be honored by the City.

B. Any written designation by an employee covered by this Agreement to revoke authorization for dues deductions must be received in writing by the City and the Union, and will be handled in accordance with N.J.S.A. 52:14-15.9e. Specifically, the effective date of revocation shall take place on July 1 after the

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notice of withdrawal is filed by the employee with the City's disbursing officer.

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ARTICLE III

MANAGEMENT RIGHTS

A. Except as limited by the terms of this Agreement and the City's obligation to bargain with the Union under the Employer-Employee Relations Act, the City hereby retains and reserves unto itself 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



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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, to make such changes as it deems desirable and necessary for the efficient and effective operation of the Department.

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

D. The City retains the right to subcontract any or all of the work performed by employees covered by this Agreement. The City shall provide reasonable notice to the Union prior to subcontracting any work performed by the unit members.

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ARTICLE IVNON-DISCRIMINATION

The City and the Union agree there shall not be any discrimination, including harassment, based on race, creed, color, religion, national origin, nationality, ancestry, age, sex, familial status, marital status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, refusal to submit to a genetic test or make available the results of a genetic test, veteran status, liability for military service, and mental or physical disability, including perceived disability and AIDS and HIV status, political affiliation, or any other legally protected status.

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ARTICLE V

SENIORITY

Seniority shall be based on the original date of hire of the employee with this City and shall be the sole criteria for lay-off and rehiring. The most senior employee shall be the last employee to be laid off and the least senior employee shall be the first to be laid off. In the case of recall, then the most senior laid off employee shall be the first recalled and the least senior employee shall be the last recalled.

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ARTICLE VI

WAGES

A. 1. Effective retroactive to July 1, 2019, school crossing guards employed as of July 1, 2019 shall receive a two (2.0%) wage increase.

2. Effective to July 1, 2020, school crossing guards employed as of July 1, 2020 shall receive a two percent (2.0%) wage increase.

3. Effective to July 1, 2021, school crossing guards employed as of July 1, 2021 shall receive a two percent (2.0%) wage increase.

4. Effective to July 1, 2022, school crossing guards employed as of July 1, 2022 shall receive a two percent (2.0%) wage increase.

5. Effective to July 1, 2023, school crossing guards employed as of July 1, 2023 shall receive a two percent (2.0%) wage increase.

B. 1. Any employee who is 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.

2. Employees who are normally scheduled to work thirty-five (35) hours per week will receive straight time pay for the hours from thirty-five (35) through forty (40) and time and



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one-half (1.5) the regular straight time pay for all hours worked in excess of forty (40) hours per week.

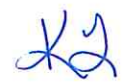
3. All overtime will be distributed evenly on a rotating basis.

C. All newly hired bargaining unit members shall serve a probationary period of ninety (90) working days from the date of hire. If the employee (Crossing Guard) does not complete the probationary period due to resignation or termination, the employee will forfeit the two (2) week hold back pay if the uniform, which they were issued, is not returned or is not returned in proper condition, as determined by the Officer in charge.

D. There will be no travel pay for any School Crossing Guard as of July 1, 1994, except those who currently receive same.

E. Hold Back: Effective January 14, 1994, the parties agreed to allow the City of Paterson to initiate a one-time only two-week hold back for existing employees for the contract years of 1995-1997. The City shall pay this two-week hold back to the employee at his/her prevailing rate of pay as part of his/her last year's salary upon separation from his/her employment with the City.

F. Training Guards shall receive the same rates of pay as received by rank and file employees.



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G. Any money due to the school crossing guards from training sessions or retroactive contract increases will be paid in a separate check.

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ARTICLE VII

LONGEVITY

A. Employees shall be paid for length of service on the following basis:

5 years - 5%
10 years - 10%
15 years - 15%
20 years - 20%

B. Any employee hired or transferred into this bargaining unit on or after July 1, 2008 shall not be entitled to earn or qualify for longevity.

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ARTICLE VIII

SICK LEAVE - HOLIDAYS

A. SICK LEAVE DAYS: Employees hired on or before July 1, 1982 shall be entitled to five (5) sick leave days. Employees hired after July 1, 1982 shall receive sick leave days on a pro-rata basis at the rate of one (1) day for every two (2) months of employment. If hired on or before the fifteenth (15th) of the month, the employee will get credit for the full month. If hired after the fifteenth (15th) of the month, the employee will not get credit for that month.

B. UNUSED SICK LEAVE: Unused sick leave days shall be accumulated from year to year and employees who retire pursuant to Social Security regulations and/or any organized pension plan to which they had been contributions or are beneficiaries prior or during employment with the City shall be entitled to a lump sum payment equal to one (1) day's salary for every two (2) days of unused sick leave up to a maximum of one hundred (100) days' salary. No payment shall be made under this section unless the retiring employee has at least three (3) years of continuous employment and part of this bargaining unit as of the retirement date. In June, all School Crossing Guards shall receive notification of all accumulated sick time.

C. The City shall provide fourteen (14) holidays after the employee has completed one (1) year of employment in this

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bargaining unit. Specifically, after completion of one (1) year of employment, the employee shall only receive the following paid holidays:

- Five (5) paid holidays during the week of Easter
- Thanksgiving
- Day after Thanksgiving
- Five (5) paid holidays during the week of Christmas
- Two (2) floating holidays.

Employees shall not receive any payment for any other holiday, including but not limited to: New Year's Day, Dr. Martin Luther King Jr. Day, Presidents' Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, and Election Day.

D. The holidays that are provided must be paid near the time of the holiday. Holiday pay must be paid before the end of the calendar year.

E. BEREAVEMENT LEAVE: Three (3) 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. One (1) day shall be given to any employee in case of death of brother-in-law, sister-in-law, aunt, uncle, niece, or nephew.

F. EMERGENCY CLOSING: For each school year of this contract, Crossing Guards shall have up to four (4) emergency closing days only to be paid in the event of an emergency school

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closing.

G. The Personnel Division will keep records of the School Crossing Guard's leave time.

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ARTICLE IX

COURT APPEARANCE

A. Any employee required to appear in any matter related to their employment with the City of Paterson or on behalf of the City of Paterson, shall be paid in full for their time for such appearance. This provision shall not apply to court appearances for Jury Duty.

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ARTICLE X

UNPAID LEAVE OF ABSENCE

A. Employees shall be eligible for ninety (90) days unpaid leave of absence annually. Such leave may be extended if the employee applies for extension of leave and is approved by the Business Administrator's Office up to a total of nine (9) months in any one year. The employee must notify the City at least two (2) weeks in advance, unless there are extenuating circumstances, and must be approved by the Business Administrator's Office and shall not be unduly denied.

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ARTICLE XI

UNIFORMS

A. Employees shall receive uniforms from the City at no cost to the employee, and shall remain the property of the City.

B. 1. Upon employment, bargaining unit members shall receive a stop sign, reflective vest, and reflective cap.

2. Upon completion of the ninety (90) day probationary period, the bargaining unit member shall receive two (2) pairs of pants (one winter weight), two (2) shirts (one long sleeve and one short sleeve), one (1) raincoat, one (1) winter jacket, one (1) light-weight jacket, one (1) pair of winter gloves, one (1) pair of pull-over rain boots, one (1) hat, one (1) tie, one (1) badge, and one (1) insignia. The City shall provide two (2) additional pair of pants, one to be winter-weight, and two (2) shirts (one long sleeve and one short sleeve) after the employee has completed one (1) year of employment in this bargaining unit.

C. Uniforms that are damaged and are considered not useable as a result of fair wear and tear shall be replaced on presentation of the unusable uniforms.

D. There shall be no change in the uniform policies except to the extent that if any employee does not turn in the uniform upon termination of employment, the cost of the uniform may be deducted from the last paycheck.

E. The City may hold off issuing full uniforms to newly

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hired employees until the completion of probation.

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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.

2. Days - the terms "days" when used in this Agreement shall, except where otherwise indicated, include Saturdays and Sundays, and shall mean calendar 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- if the City does not answer a grievance or an appeal thereof to the employee of Union within the specified time limits, the aggrieved employee may proceed to the next step of the grievance procedure. Failure to submit the grievance to the next step within the specified time limits shall terminate the grievance.

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

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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 representative 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.

5. Time of Meetings and Hearings - Working Hours - All discussions, meetings and hearings between the grievant(s), Supervisors, Chief of Police or designee, and Director of Public Safety 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

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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.

4. A grievance resulting because of an action or order by the Chief may be commenced at Step 3 in the grievance procedure.

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 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 and no longer arbitrable.

2. Prior to initiating 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.

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3. If the grievant still be aggrieved, the grievant may refer the grievance to Step 1.

4. Step 1- Chief of Police- if no satisfactory agreement is reached after the informal discussion with the immediate supervisor, the grievance may be submitted to the Chief of Police or designee within three (3) days. The Chief or designee shall have ten (10) days to submit his decision in writing to the Union and the grievant.

5. Step 2. - Director of Public Safety - If no satisfactory agreement is reached after Step 1, the grievance may be submitted to the Director of Public Safety or designee within three (3) days after receipt of the Step 2 decision. The Director or designee shall have ten (10) days to submit a decision in writing to the Union and the grievant.

E. IMPARTIAL AND BINDING ARBITRATION

1. Within twenty (20) days following receipt of the Director's decision, the Union shall have the right to bring grievances unresolved at the Step 2 decision to binding and impartial arbitration, pursuant to the rules of the Public Employment Relations Commission.

2. Only the Union shall have the right to bring the grievant's unsatisfied grievance to arbitration.

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

4. The Arbitrator shall render a decision within thirty (30) days after the closing of the hearing.

5. 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.

6. 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.

7. 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.

8. 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 Chief of Police, and none of these aforementioned papers or any reference to them shall be kept in the Personnel File of any of the participants.

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 Chief

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or his designee and the Union, and be given appropriate distribution so as to facilitate operation of the grievance procedure.

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ARTICLE XIII

DISCIPLINE AND DISCHARGE

A. Employees may be disciplined or discharged only for just cause. Such discipline shall be subject to the grievance procedure.

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ARTICLE XIV

JOB INQUIRY

A. In the event that an employee is injured while at work or suffers a job related illness, then the employee shall be subject to review by the City as to what method of payment shall be used to compensate the employee for lost wages. In no case shall this preclude any employee from taking action before the Workers' Compensation Board unless he or she has signed an agreement for settlement with the City.

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ARTICLE XV

UNION VISITATION

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. Requests shall be made at least one (1) week in advance of the proposed date of use and liability or the

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damages, care and maintenance and any costs which are attendant thereto shall be borne by the Union.

4. 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.

5. 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 regarding matters affected by this Agreement, during working hours.

C. The Union shall have the right to email Local 74 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.

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

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

F. Distribution of literature regarding benefits, insurance, etc. shall be made available



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ARTICLE XVI

JOB SAFETY

A. The City shall meet with Shop Stewards twice annually or in emergencies to discuss safety problems.

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ARTICLE XVII

WORK LOCATION

A. The City shall provide a list of all employees and work locations, which may be updated twice annually upon request of the Union.

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ARTICLE XVIII

BULLETIN BOARDS

A. A Bulletin Board shall be placed outside of the school safety office for the purpose of union news and information.

B. In the absence of central locations for bulletin boards, the City agrees that it will distribute Union authorized literature to all Crossing Guards.

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ARTICLE XIX

STATE DISABILITY INSURANCE PLAN

A. The City and the Union agrees to implement the New Jersey State Disability Plan.

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ARTICLE XX

UNION CONTRACT

A. The City will distribute copies of the Union contract to each employee and new-hire. The Union and the City shall share equally in the cost of printing.

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ARTICLE XXI

WORK ASSIGNMENTS

The City shall have the right to utilize bargaining unit members, at the City's sole discretion, for pedestrian safety and School Safety Corridor assignments throughout the entire calendar year.

However, if these additional assignments are pursuant to a grant or funds from other outside sources, bargaining unit members shall receive the hourly rate provided in the grant or in the outside sources, but at an hourly rate no greater than the bargaining unit members regularly hourly rate of pay.

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ARTICLE XXII

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.

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ARTICLE XXIII

TERM OF CONTRACT

This contract shall be in full force and effect as of July 1, 2019 through June 30, 2024. This Agreement will 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 the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals in Paterson, New Jersey on this 13th day of September, 2020.

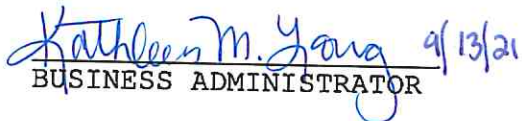
This Agreement is subject to City Council ratification and will be executed after such ratification.

CITY OF PATERSON


MAYOR

LOCAL 74, UNITED SERVICE
WORKERS UNION, IUJAT

 9-8-21

 9/13/21
BUSINESS ADMINISTRATOR

 9/13/21
CITY CLERK



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Resolution of the City of Paterson, N.J.

No. 3 Res. # 21:455 Date of Adoption September 7, 2021

Division

Factual Contents Certified By

**TITLE: RESOLUTION APPROVING THE
MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF PATERSON AND
THE UNITED SERVICE WORKERS UNION,
IUJAT, LOCAL 74 "CROSSING GUARDS,"
FOR JULY 1, 2019 – JUNE 30, 2024**

Kathleen Motry
Title Date 7/29/21

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

[Signature]
CORPORATION COUNSEL Date 7-29-21

COUNCILPERSON ALAA "AL" ABDELAZIZ Introducing the Following Resolution:

WHEREAS, the Collective Bargaining Agreement between the City of Paterson and the United Service Workers Union, IUJAT, Local 74 "Crossing Guards" expired on June 30, 2019; and

WHEREAS, on March 4, 2020 the attached Memorandum of Agreement was entered into between the City and the said Union for the contract period July 1, 2019 through June 30, 2024;

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

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

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF PATERSON that the attached Memorandum of Agreement entered into by the City of Paterson and the United Service Workers Union, IUJAT, Local 74 "Crossing Guards" be and is hereby approved to be incorporated into a new Collective Bargaining Agreement for the period from July 1, 2019 through June 30, 2024; and

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

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

STATEMENT OF PURPOSE

The purpose of this Resolution is to authorize a Memorandum of Agreement between the City of Paterson and the United Service Workers Union, IUJAT, Local 74 "Crossing Guards," to be incorporated into a new Collective Bargaining Agreement for the period from July 1, 2019 through June 30, 2024.

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SECONDED BY COUNCILPERSON ALEX MENDEZ

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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				
8. RIVERA, FLAVIO	X			X
9. VELEZ, LUIS				X

Adopted at a meeting of the Municipal Council of the City of Paterson, N.J., September 7, 2021

[Signature] Council President *[Signature]* City Clerk
MARITZA DAVILA SONIA L. GORDON