

February 10, 2021

AGREEMENT

BETWEEN

THE

CITY OF PATERSON
PASSAIC COUNTY, NEW JERSEY

AND

INTERNATIONAL UNION OF ELECTRONIC, ELECTRICAL, SALARIED, MACHINE
AND FURNITURE WORKERS - COMMUNICATIONS WORKERS OF AMERICA,
LOCAL 463

JULY 1, 2019 THROUGH JUNE 30, 2023

GENOVA BURNS, LLC
494 BROAD STREET
NEWARK, NJ 07102


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PREAMBLE

This Agreement entered into by and between the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers - Communications Workers of America, Local 463 and its divisions, hereinafter referred to as the ("Union" or "IUE-CWA 463") and the Department of Public Safety, Division of Police, Police Motor Pool of the City of Paterson, hereinafter called the "City."

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ARTICLE I

RECOGNITION

A. Pursuant to the provisions of Chapter 123 of the Laws of 1975, the City hereby recognized the Union as the majority representative and as exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all Police Garage personnel not excluded in Section C below.

B. Unless otherwise indicated, references in the Agreement to male employees shall include female employees and words used in the singular shall include words in the plural where text so requires.

C. The bargaining unit shall include all the Police Garage personnel employed at full time for one year or more with the exception of the Department Head of same or Garage Superintendent.

D. The parties do further agree that this Agreement and all provisions hereinafter set forth are subject to any and all regulations of the Civil Service Commission of the State of New Jersey insofar as they apply to the employees in this bargaining unit and where there is a conflict with such regulations, the Civil Service statutes and regulations shall take precedence.



ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123 Public Laws concerning the terms and conditions of Garage personnel employment. Any agreement so negotiated shall be reduced in writing, signed by the City and the Union, and be adopted by the City.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

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ARTICLE III

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 term "days" when used in this Agreement 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.

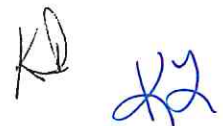
2. The availability of the grievance and arbitration procedure shall not justify a failure to follow orders.

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 informal 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.

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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.
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.
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 provisions of this Article to disciplinary actions, please refer to the Discipline and Discharge provision at Article IV of this Agreement.

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ARTICLE IV

DISCIPLINE AND DISCHARGE

The City shall not demote, discipline, or discharge an employee with permanent Civil Service status without just cause. The Union President shall be notified of all proposed disciplinary actions against permanent employees. The City shall notify the Union President of the termination of any provisional employee. However, the Union agrees it shall have no right to challenge any demotion, discipline, or discharge of a provisional employee.

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 the 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.

ARTICLE V

SALARY

A. Salary Increase

1. Effective retroactive to July 1, 2019, employees hired on or before June 30, 2014 shall receive a one-time salary increase of \$6,750 and no further wage increase during the term of this agreement.

2. Effective retroactive to July 1, 2019, employees hired on or after July 1, 2014 but before July 1, 2019, shall receive a one-time salary increase of \$3,750 and no further wage increase during the term of this agreement.

3. Employees hired on or after July 1, 2019 but before July 1, 2021, shall receive a one-time salary increase of \$1,750 effective July 1, 2021 and shall receive no further wage increase during the term of this agreement.

4. The retroactive increases will apply in addition to any overtime, longevity, and shift differential for those years.

5. Payment of retroactive increases will be paid in two equal installments. Payment of the first installment of the retroactive monies will be deferred until the later of January 2, 2021 or ninety (90) days following contract approval by the City Council and the State. Payment of the second installment of the retroactive monies will be paid within ninety (90) days after the payment of the first installment.

6. In order to be eligible for the retroactive pay increases, a bargaining unit member must be: in employment status with the City; or, between July 1, 2019 and May 1, 2020 have retired, deceased, been laid off, or resigned in good standing (not in connection with any disciplinary charges).

7. A bargaining unit member eligible pursuant to paragraph 6 above who leaves City employment before retroactive increase payments referenced hereinabove are made to him/her shall be paid any outstanding retroactive monies due to him/her.

8. The City shall notify the Public Employment Retirement System 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 pensions contribution from his/her 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. Evaluation/Merit Increases:

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



C. SHIFT DIFFERENTIAL

A night shift differential of \$17.00 will be paid to employees working the second and third shift.

D. DELAYED PAY

The parties agree that the City operates on a two-week delayed pay cycle. The City shall pay this delay 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.

E. SHIFT CHANGE

Employees must be given three days' notice of a shift change, except in the case of a manpower shortage.

F. OUT OF TITLE PAY

Effective upon the signing of this Agreement, employees designated by their supervisor and verified in writing by their Department Head and Business Administrator to perform duties in a higher title will be compensated as follows: For the sixth working day to the twentieth working day in a calendar year, the employee will be compensated \$1,500 (prorated), or 20% of the difference in wage rates between the two positions (prorated), whichever is greater, in addition to his/her regular pay. Beginning with the 21st working day in a calendar year in the higher title, the employee will be compensated at the rate of pay of the higher title. The number of days is not consecutive, but cumulative on an annual basis.

G. AUTOMOTIVE SERVICE EXCELLENCE CERTIFICATION

1. For every Automotive Service Excellence ("ASE") certification attached hereto obtained by a bargaining unit member on or after the date of ratification of this agreement, the bargaining unit member shall receive an annual stipend of eight hundred twenty-five (\$825) dollars.

2. In order to be eligible for the aforementioned stipend, the bargaining unit member must: (1) receive prior approval from the City before obtaining the certification; (2) provide proof of certification or recertification to maintain certified status.

3. The stipend will be implemented on the July 1st after the certification is obtained.

4. No matter how many approved ASE Certifications a bargaining unit member obtains, the maximum annual stipend shall be two thousand four hundred seventy-five (\$2,475) dollars.

H. PREMIUM PAY

Unit members shall receive premium pay for Sunday work. The premium pay for Sunday work shall be twice the employee's regular hourly rate. In the event an employee is entitled to both overtime and Sunday premium pay, the Sunday premium pay will be provided in lieu of the overtime pay.

ARTICLE VI

OVERTIME

A. All 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.

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

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

D. Used sick, personal, and vacation days will count as time worked for purposes of calculating overtime compensation.

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ARTICLE VII

VACATIONS

A. 1. All employees hired before July 1, 2003 shall be entitled to the following vacation schedule:

First Year	1 Day/Month
1 Year + 1 Day to 5 Years	12 Days
5 Years + 1 Day to 10 Years	15 Days
10 Years + 1 Day to 15 Years	20 Days
15 Years + 1 Day to 20 Years	25 Days
Over 20 Years	30 Days

2. All employees hired on or after July 1, 2003 but before July 1, 2018 shall be entitled to the following vacation schedule:

First Year	1 Day/Month
1 Year + 1 Day to 6 Years	12 Days
6 Years + 1 Day to 11 Years	15 Days
11 Years + 1 Day to 16 Years	20 Days
16 Years + 1 Day to 21 Years	25 Days
Over 21 Years	30 Days

3. All employees hired on or after July 1, 2018 but before July 1, 2019 shall be entitled to the following vacation schedule

First Year	1day/month
1 Year + 1 Day to 16 Years	12 days
16 years + 1 Day to 21 Years	15 days
Over 21 Years	20 days

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ARTICLE VIII

SICK LEAVE

A. Sick leave. Full-time employees shall receive a sick leave credit of no less than one (1) working day for each completed month of service during the remainder of the first calendar year of service and fifteen (15) working days in every year thereafter.

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 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.

ARTICLE IX

HOLIDAYS

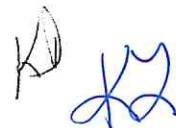
A. The following days shall be recognized and observed as paid holidays: New Year's Day, Dr. Martin Luther King Jr. Day, Presidents' Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, and Christmas Day.

B. 1. Any employee who is scheduled to work on an observed City holiday, will receive one and one-half (1.5) times his or her regular rate of pay for all hours worked on said observed holiday, in addition to their regular rate of pay for all hours worked.

2. Any employee not scheduled to work on an observed City holiday and who is not called in to work on said holiday shall receive no additional compensation.

3. Any employee who is not scheduled to work and is called in to work on an observed City holiday, will receive two (2) times his or her regular rate of pay for all hours worked on said observed holiday, in addition to their regular rate of pay for all hours worked.

4. Any employee scheduled to work on an observed City holiday and does not work on that holiday for any reason shall not be entitled to the compensation listed in Section B1 above but shall only receive their regular rate of pay for all hours worked.



ARTICLE X

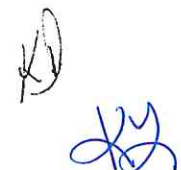
LONGEVITY

A. In addition to their regular salaries, employees having completed the following years of continuous service shall receive the following longevity pay over base pay:

5 Years	2%
10 Years	4%
15 Years	6%
20 Years	10%
25 Years	12%

B. Police Garage personnel completing the above-mentioned years of service shall receive longevity pay commencing with the first complete payroll following the anniversary date of the completion of years of service mentioned heretofore. Longevity payments shall be made in the same manner as their regular salaries.

C. Any employee hired into this bargaining unit on or after July 1, 1994 or transferred into this bargaining unit on or after July 1, 2008 shall not be entitled to earn or qualify for longevity.



ARTICLE XI

BEREAVEMENT LEAVE

A. 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, father-in-law, daughter-in-law, and son-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, or nephew.

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ARTICLE XII

PERSONAL LEAVE

A. On January 1 of each year, each full-time employee who is on the payroll shall be credited with five (5) days of personal leave. NEW full-time employees hired after January 1 but prior to July shall be credited with three (3) days of personal leave. NEW full-time employees hired subsequent to July 1, but prior to October, shall be credited with one (1) day of personal leave. NEW employees hired after October 1, shall not be credited any personal leave until January 1 of the following year.

B. Employees shall request personal leave at least three (3) days in advance, except in an emergency, and it must be approved by the Director or his designee, unless an emergency exists.

C. Personal leave days shall not be cumulative.

D. Personal leave days cannot be taken before or after any holiday covered by this Agreement, except in case of an emergency, approved by the Director.

E. Personal leave days cannot be taken the day before or the day after an employee's vacation, except in case of an emergency approved by the Director.

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ARTICLE XIII

HEALTH BENEFITS

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 Chapter 78. Employees shall become eligible for all health benefits enumerated above upon the completion of ninety (90) calendar days of employment.

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.

The City shall pay the full cost of hospital, medical and drug prescription coverage for the individual employee, spouse, and dependent children up to age 26 for employees who retire on a paid pension under the following circumstances:

1. Employee retires with 25 years or more of continuous service with the City and has attained 25 years of credit in the New Jersey pension plan.
2. Employees who retires on or after age 62 with fifteen (15) or more years of service with the City and has attained 15 years of credit in the New Jersey pension plan.
3. Employee retires on an accident disability pension or ordinary pension with at least five (5) years of continuous service with the City.

Upon retirement, if you and/or your dependents are age 65 or have been on Social Security Disability for 24 months or more, you are required to enroll in Medicare Parts A and B. If you have not enrolled in both parts of Medicare, you should contact Social Security to apply 90 days prior to your retirement date.

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For employees who retires on and after September 1, 1980, the City will reimburse the cost of the Medicare Part B premium for the retiree only.

The surviving spouse and dependent children of a retiree who dies shall be entitled to remain enrolled in the City Hospital-Medical-Prescription plan, the premiums being paid by the City. The spouse's coverage shall terminate upon the spouse's death or remarriage. Dependent children shall remain enrolled in the Hospital/Medical/Prescription plan until age 26. Dependent children shall remain enrolled in the dental plan (if applicable) until age 23.

Any retired member of the bargaining unit covered under the provisions of this Section, taking employment with any other employer offering medical, hospital, and drug prescription insurance in the substantially similar aggregate, shall be taken off the City's Coverage. 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 similar. The Union will be notified by the City in advance regarding such changes.

ARTICLE XIV

VISITATION AND PRESENTATION

A. Visits by representatives of the Union shall be allowed after reporting to the office and when clearance is provided, as per Workplace Democracy Enhancement Act, 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 bargaining unit employees during the workday to investigate and discuss grievances, workplace-related complaints, and other workplace issues, 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 to the Business Administrator at least three business days in advance of the proposed date of the visit if practicable except in the case of emergencies.

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 City.

B. Within 10 calendar days from the date of hire, the City shall provide the following contact information to the Union in an Excel file format: name, job title, worksite location, home address, work telephone number and any home and personal cellular telephone number on file with the City, date of hire, and work email address and any personal email address on file with the City. The Union shall have the right to meet with newly hired employees, without charge to the pay or leave time of the employees, for at least 30 minutes, within 30 calendar days from the date of hire, during new employee orientations, or if the City does not conduct such orientations, at individual or group meetings.

C. Every 120 days from the date of ratification, upon a written request from the Union, the City shall provide the following information to the Union in an Excel file format for all bargaining unit employees: name, job title, worksite location, home address, work telephone number and any home and personal cellular telephone number on file with the City, date of hire, and work email address and any personal email address on file with the City.

D. A shop chairman, selected by his fellow workers, may represent the employees and shall be given reasonable opportunity to confer with employees in regard to matters

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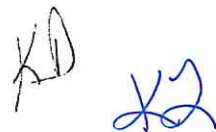
affected by this Agreement, during working hours, provided such meetings do not interfere with City operations.

E. The Union shall have the right to use the City's email system to communicate with bargaining 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.

F. 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.

G. Mechanics shall be allowed to attend special training sessions to update skills and knowledge on new vehicles and equipment as manpower needs allows.

H. Literature regarding benefits, insurance, etc. shall be made available to bargaining unit employees.

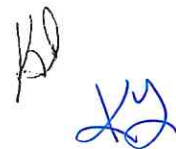


ARTICLE XV
DUES DEDUCTION

The City shall deduct an amount certified by the Union from the pay of those employees who voluntarily 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 an itemized statement to the Union monthly. 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 XVI

CLOTHING AND TOOL ALLOWANCE

A. Effective from July 1, 2014 through June 30, 2018, full-time employees (excluding white collar employees) who are on the payroll shall receive a clothing and tool allowance of \$1,400.00.

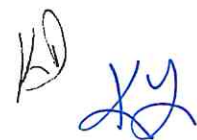
B. One-half (1/2) of the above amounts is payable in July and one-half (1/2) is payable in November.

C. Effective July 1, 2018, in lieu of a tool allowance, the City agrees to provide bargaining unit members with all tools the City determines are necessary to perform their job functions by replacing tools currently supplied by bargaining unit employees as needed and by purchasing tools the City determines are necessary that bargaining unit members do not currently possess. Bargaining unit employees shall notify the Supervisor of any tools he/she believes are necessary to perform their job functions. The Supervisor shall promptly review such requests. Upon reviewing requests for tools, the Supervisor shall have the discretion to approve or deny each request. Should the Supervisor approve a request, the Supervisor shall order the requested tool(s) in a timely fashion. These tools shall remain the property of the City. Notwithstanding the foregoing, tools previously purchased by and supplied by bargaining unit employees shall remain the property of such employees. The Supervisor shall institute and maintain an inventory identifying tools purchased by and owned by the City

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since July 1, 2018.

D. Tools damaged or destroyed in the normal course of employment shall be replaced by the City. The City shall be reimbursed by bargaining unit members for the full cost of all tools lost, stolen, damaged or destroyed due to the actions of the bargaining unit member. The City agrees to not seek reimbursement for tools it deems were damaged due to normal wear and tear.



ARTICLE XVII

CLASSIFICATION - MECHANICAL FOREMAN

A. The classification of Mechanical-Foreman is hereby created, with appointment to the position at the sole discretion of the Director of the Department of Public Safety.

B. An employee appointed to the position of Mechanical-Foreman shall receive an increase in annual base pay of one thousand (\$1,000) dollars upon promotion, and an additional one thousand (\$1,000) upon satisfactory completion of a ninety (90) day working test period.

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ARTICLE XVIII

SENIORITY

A. Seniority means an employee's length of continuous service with the Police Motor Pool since his last date of hire.

B. In case of layoff and rehiring, employees with the longest service within the job title will have priority rights.

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ARTICLE XIX

NO STRIKE OR LOCKOUT

A. Neither the Union, the employees, or the City shall engage in or condone any strike picketing, slow down, work stoppage or lockout during the term of this Agreement. Any violation of this Agreement shall give the City the right to discharge or otherwise discipline employees engaged in such activity. In the event arbitration proceedings are instituted because of violations of this clause; the sole question for the arbitrator shall be whether the employee was engaged in the prohibited activity.

KD
KJ

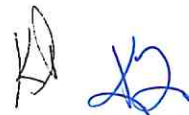
ARTICLE XX

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 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 not in conflict with this the terms of this Agreement, to use improved methods and equipment, to determine work schedules and shifts with three (3) business days advance notice, 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 not in conflict with the terms of this Agreement 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 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 agrees to provide the Union with forty-five days' notice if it engages independent contractors, subcontractors, or contract out bargaining unit work that will cause a layoff of regular full-time employees in the bargaining unit.

KD KJ

ARTICLE XXII

NON-DISCRIMINATION CLAUSE

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, pregnancy, familial status, marital or domestic partnership or civil union 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 or activity, or any other legally protected status.

Handwritten initials 'KD' and a signature in blue ink.

ARTICLE XXIII

COMPLETENESS OF AGREEMENT

This Agreement represents and incorporates the complete and final understanding by the parties on all bargaining issues which were or could have been the subject of negotiations.

Handwritten initials/signatures in blue ink.

ARTICLE XXIV

PERSONNEL FILES/EVALUATIONS

A. Evaluations shall be made at least once every six (6) months by the City for all employees.

B. Each employee shall be notified of his/her performance and shall have the opportunity to review such evaluation with his/her supervisor. Subsequent reviews for consideration of an employee's evaluation may be had with the appropriate supervisor. Duplicate copies of evaluations by the supervisor will be given to the respective employee.

C. Upon request in writing, an employee shall have access to his/her own personnel file during working hours.

D. The employee shall have the right to respond in writing to any document in the file. Such response shall become part of the personnel file.

E. The employee reserves the right to grieve any material in the file, either in total or in part.

KD
KJ

ARTICLE XXV

DURATION OF AGREEMENT

This Agreement shall be in full force and effect retroactive to July 1, 2019 through June 30, 2023. This Agreement will continue in full force and effect from year to year thereafter unless one party or the other gives written notice 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.

IN WITNESS WHEREOF, the parties have herewith set their hands and seals on this 13th day of September, 2021.

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

CITY OF PATERSON

MAYOR

Kathleen M. Long 9/13/21
BUSINESS ADMINISTRATOR

Suffian Pakson
Acting DIRECTOR OF PERSONNEL

LOCAL 463, IUE-CWA

2/12/21
PRESIDENT

ATTEST:

Sonia Gordon 9/13/21
CITY CLERK

Resolution of the City of Paterson, N.J.

No. 4 Res. # 21:456 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 INTERNATIONAL UNION OF ELECTRONIC, ELECTRICAL, SALARIED, MACHINE AND FURNITURE WORKERS – COMMUNICATIONS WORKERS OF AMERICA, LOCAL 463 (MOTOR POOL) FOR JULY 1, 2019 – JUNE 30, 2023
 Title Date
 Kathleen M. Long 7/29/21

Approved As to Form and Legality on Basis of Facts Set Forth
 Corporation Counsel Date
 [Signature] 7-29-21

COUNCILPERSON ALEX MENDEZ Introducing the Following Resolution:

WHEREAS, the Collective Bargaining Agreement between the City of Paterson and the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers – Communications Workers of America, Local 463 (Motor Pool) expired on June 30, 2019; and

WHEREAS, on July 21, 2021, the attached Memorandum of Agreement was entered into between the City and the said Union for the contract period July 1, 2019 to June 30, 2023; and

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.

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 International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers – Communications Workers of America, Local 463 (Motor Pool) be and is hereby approved to be incorporated into a new Collective Bargaining Agreement for the period from July 1, 2019 through June 30, 2023; 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 International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers – Communications Workers of America, Local 463 (Motor Pool), to be incorporated into a new Collective Bargaining Agreement for the period from July 1, 2019 through June 30, 2023.

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SECONDED BY COUNCILPERSON ALAA "AL" ABDELAZIZ

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. RIVERA, FLAVIO	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 SONIA L. GORDON City Clerk