

Revised: October 16, 2006

COLLECTIVE BARGAINING
AGREEMENT

BETWEEN

THE

CITY OF PATERSON

AND

TEAMSTERS LOCAL 97
(EMT SUPERVISORS)

JULY 1, 2003 - JUNE 30, 2007

RUDERMAN & GLICKMAN, P.C.
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TABLE OF CONTENTS

ARTICLE I - RECOGNITION.....1

ARTICLE II - MANAGEMENT RIGHTS.....2

ARTICLE III - UNION RIGHTS.....3

ARTICLE IV - GRIEVANCE PROCEDURE.....6

ARTICLE V - DUES DEDUCTION.....9

ARTICLE VI - DEFINITIONS.....10

ARTICLE VII - SENIORITY.....11

ARTICLE VIII - HEALTH AND MEDICAL BENEFITS.....12

ARTICLE IX - PAID LEAVE.....14

ARTICLE X - UNIFORM ALLOWANCE.....16

ARTICLE XI - WAGE RATES.....18

ARTICLE XII - LONGEVITY.....20

ARTICLE XIII - COURT TIME.....21

ARTICLE XIV - E.M.T. REFRESHER COURSE.....22

ARTICLE XV - BAN ON STRIKES.....23

ARTICLE XVI - SAVINGS CLAUSE.....24

ARTICLE XVII - MODIFICATION OF AGREEMENT.....25

ARTICLE XVIII - RULES AND REGULATIONS.....26

ARTICLE XIX - PORTABLE RADIOS.....27

ARTICLE XX - CHANGING OF TIRES.....28

ARTICLE XXI - MEAL BREAKS.....29

ARTICLE XXII - EMPLOYEES RIGHTS.....30

ARTICLE XXIII - LEAVE OF ABSENCE.....31

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ARTICLE XXIV - HOUSING CONDITIONS.....32
ARTICLE XXV - VEHICLE/EQUIPMENT MAINTENANCE.....33
ARTICLE XXVI - EMPLOYEE HEALTH CONDITIONS.....34
ARTICLE XXVII - NOTIFICATIONS TO THE UNION.....35
ARTICLE XXVIII - MISCELLANEOUS PROVISIONS.....36
ARTICLE XXIX - DURATION OF AGREEMENT.....38

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ARTICLE I

RECOGNITION

The City of Paterson ("City") hereby recognizes Teamsters Local 97 ("Union") as the sole and exclusive representatives for collective negotiations for all EMT supervisory personnel employed by the City of Paterson; excluding rank and file Emergency Medical Technicians.

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ARTICLE II

MANAGEMENT RIGHTS

The Union recognizes that it is the responsibility of the City to maintain discipline and efficiency within the Ambulance Division and said Division has the right of Management to hire, discipline, discharge employees for just cause and all other rights not specifically provided for or abridged by this Agreement.

The City of Paterson Anti-Drug and Alcohol Policy is attached to this Agreement and is made part of this Agreement.

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ARTICLE III

UNION RIGHTS

A. Bulletin Boards

The City shall provide the space and the Union shall provide one (1) locking bulletin board placed in an accessible area for all bargaining unit employees to view. The bulletin board is to be used exclusively for posting of Union notices. No material of a profane, obscene, or defamatory nature shall be posted. The Union Business Agent or his designee shall make all postings.

B. Shop Stewards

1. The Union shall appoint or elect one (1) shop steward and one (1) assistant shop steward and supply the Director of Fire with their names and shift.

2. The City agrees to allow both the shop steward and assistant shop steward time off each year, for a period of ten (10) days [five (5) days for the shop steward and five (5) days for the assistant shop steward] without loss of seniority and accrued benefits to attend shop steward training, union meetings and union conventions.

3. The City agrees that during working hours, on its premises and without loss of pay, or when otherwise agreed upon, the shop steward and assistant shop steward shall be allowed to:

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a. Represent bargaining unit members at grievance meetings with City representatives.

b. Investigate grievances that have been formalized and submitted in writing, providing such investigation time will be limited to one (1) hour and further provided there is no interruption of work activity. In emergency situations these limits may be extended.

c. Submit Union notices for posting.

d. Attend negotiating meetings with the City if designated as a member of the negotiating team and scheduled to attend by the Union.

e. Attend scheduled meetings with the City and its representatives concerning the application and administration of this Agreement.

4. Employees designated as stewards by the Union will be allowed to wear identification that includes Union insignia provided the identification does not become a hazard in the duties of said employees.

5. Stewards shall provide reasonable notification to his supervisor whenever they request to transact such Union business. Permission will not be unreasonably withheld. It is further understood that the supervisor has the right to seek an adjustment of appointments when the work situation so warrants.

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C. Union Visitation

The Union agrees to provide the Director of Fire with twenty-four (24) hours notice prior to the Business Agent making a shop visit, unless an emergency situation does not allow for such notice. The City shall not deny the Business Agent access to the employees if proper notice is provided, and provided that access shall not interfere with the operation.

D. Union Meetings

1. The City agrees to allow the Union to hold a shop meeting with all unit members at the Ambulance Division Headquarters once every six (6) months, provided that such meeting shall not interfere with the operation.

2. The Union agrees to provide five (5) days' advance notice when requesting use of the City's facilities.

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ARTICLE IV

GRIEVANCE PROCEDURE

Section 1 - Definition

A. Grievance - The term "grievance" shall be defined as a dispute between the parties to this Agreement, involving the interpretation or application of any provisions of this Agreement. Minor discipline, defined and limited to minor disciplinary suspensions, shall be subject to the grievance and arbitration clause.

B. Day - The term "days" when used in this Agreement shall, except where otherwise indicated, exclude Saturdays and Sundays and Holidays.

Section 2 - Procedure

A. It is important that grievance be processed as rapidly as possible. The number of hours or days indicated at each step should be considered as maximum and every effort should be made to expedite the process. However, when mutually agreed, the time limits given below may be extended.

B. Failure to any step of this procedure to communicate the decision on a grievance to the Shop Steward within the specified time limits shall permit the aggrieved employee to proceed to the next step; provided, however, that only the Union may process a grievance to arbitration. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.

Section 3 - Grievance Steps

In the event of a grievance, either party shall have the right to resolve the grievance in the following manner:

Step A - Director of EMS Division

1. Any employee covered by this Agreement, who feels himself to have a grievance shall, with his Grievance Representative, take up the grievance with the Director of EMS Division within fifteen (15) days after its occurrence,

or within fifteen (15) days of the date upon which the employee or his representative becomes aware of such occurrence.

2. If the grievance is not taken up by the employee or his representative within the allocated fifteen (15) days, the grievance shall be deemed waived. The Director of EMS Division shall attempt to adjust the grievance on an oral or informal basis within three (3) days.

Note: Step A shall be waived when the grievance concerns an order or directive which comes directly from the Chief of the Fire Department or his designee.

Step B - Fire Chief

1. If the grievance is not resolved at Step A, it shall be forwarded by the Union or grievant to the Fire Chief or his designee within five (5) days of the receipt of the Step A response. The Fire Chief or his designee shall provide a written answer to the grievance to the Union or Shop Steward within five (5) days of his receipt of the grievance.

Step C - Director of Fire

1. If the grievance is not resolved at Step B, it shall be forwarded by the Union or grievance to the Director of Fire within five (5) days of the receipt of the Step B response. The Director of Fire or his designee shall meet with the Union or Shop Steward within five (5) days of his receipt of the grievance. The Director of Fire shall provide a written answer to the grievance to the Union or Shop Steward within five (5) days of the meeting.

Step D - Arbitration Submission

1. If the matter is not resolved at Step C, the Union may file for arbitration upon ten (10) days' written notice of its intent to the City. Application shall be made directly to the New Jersey Public Employment Relations Commission or New Jersey State Board of Mediation for the appointment of an arbitrator under the rules of said Commission or Board, then pertaining. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. He shall have

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no power to add to or subtract from or modify any of the terms of the Agreement.

2. The arbitrator's decision shall be final and binding on all parties and the cost of the arbitrator's fee shall be shared equally by the City and the Union. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusion on the issues.

Section 4 - Disciplinary Actions

A. Any employee charged with a disciplinary action shall be provided a copy of the charges and any documentation which will be used to support the charges. The City shall provide all documentation within a reasonable period of time in advance of the hearing.

B. The City shall ensure that any employee charged with a disciplinary action shall be entitled to a hearing within thirty (30) days of the charges being brought unless mutually extended by the parties.

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11-11-06

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ARTICLE V

DUES DEDUCTION

Section 1 - Union, Supervisor's Unit Payroll
Dues Deduction

A. The City agrees to deduct from the salaries of its employees, dues for the Union. Such deductions shall be made in each payroll period and in compliance with N.J.S.A. 52:14-15.9.e. Said monies shall be transmitted to the duly elected Treasurer of the Union following the second pay period of each month.

B. The Union shall certify to the City in writing, the current rate of its membership dues. The Union shall, if it changes the current rate of its membership dues, give the City written notice prior to the effective date of such change.

C. In addition, the City agrees to deduct from the salaries of its employees, a representative fee resulting from the negotiation of this agreement pursuant to N.J.S.A. 34:13A-5.6. Said deduction shall continue until said fee is paid in its entirety.

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ARTICLE VI

DEFINITIONS

Section 1 - Full Time Employees

A full-time employee is one who is scheduled to work at least eighty (80) hours in each bi-weekly period.

Section 2 - Part Time Employees

A part-time employee is one who is scheduled to work less than eighty (80) hours in a bi-weekly period.

Section 3 - Part Time Employees - Other

A part-time employee, is one who works full-time for another department, agency, or division of the City of Paterson as well as for the EMS Division.

Section 4 - One Year

One year equal two thousand eighty (2080) hours of work.

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ARTICLE VII

SENIORITY

Section I - Seniority

A. Seniority shall begin on the date of appointment as an E.M.T. for the City of Paterson. There shall be a separate seniority list for all full time and part time employees. In the event of a transfer from full time to part time status, the employee shall receive one hundred percent (100%) of the full time seniority and be placed in the appropriate position on the part time list upon transfer. Within a reasonable period of time of giving notice of going from full time to part time, the City shall notify in writing the effected employee of the change in benefits that result from such change in status. In the event of a transfer from part time to a regularly scheduled full time position, the part time employee shall be credited with fifty percent (50%) of part time seniority, then placed in the appropriate position on the full time seniority list upon transfer. Employees with the same date of hire shall have their seniority determined by years of certification as an EMT.

B. All accumulated seniority shall be lost when an employee resigns or is discharged for cause.

C. Seniority by classification (i.e. full or part-time) shall be used to determine shift assignments, vacation, personal days, etc. Full-time employees shall have first selection.

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ARTICLE VIII

HEALTH AND MEDICAL BENEFITS

Section 1 - Drug Prescription, Medical-Hospital

A. All full-time employees and their eligible dependents shall be entitled to full coverage. The premiums shall be paid by the City subject to Section 4 below.

B. The medical-hospital deductible will be \$325.00 per plan year for family coverage, and \$200.00 per plan year for single coverage.

Section 2 - Dental

A. All full-time employees and their eligible dependents shall be -entitled to dental coverage. The premiums shall be paid by the City subject to Section 4 below.

Section 3 - Drug Prescription

A. All full-time employees and their eligible dependents shall be entitled to drug prescription coverage. The premium shall be paid by the City subject to Section 4 below.

B. The co-pay for the drug prescription program will be \$4.00 co-pay with oral contraceptives.

Section 4 Miscellaneous

A. The Benefits and Coverage as set forth in this Article is applicable to all full-time employees as defined in Article V, Section 1 of this Agreement and their eligible dependents. All eligible dependents shall be entitled to the same benefits and coverages held by the employee.

B. Employees covered by any of the above plans by an employer other than the City of Paterson, shall be excluded from the above specified plan or plans enumerated in this Article.

C. Employees shall first become eligible for insurance coverage provided in Section 1, 2 and 3 of this

Article, upon completion of ninety (90) continuous work days.

D. The medical-health plans enumerated above shall be the same plans and the same benefits currently provided to other civilian employees of the Public Safety Department.

E. The City of Paterson reserves the right to change carriers or self-insure for any of the above enumerated plans so long as benefits are not reduced in any way.

F. The City shall provide the Union with the "master plan documents" for the current and proposed medical-health plan at least forty-five (45) days prior to implementation.

G. All full-time employees that are hired will be covered by the City of Paterson for hospital, medical, drug-prescription, dental and optical plans at no cost to the employee.

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ARTICLE IX

PAID LEAVE

A. Each full-time employee shall be entitled to fifteen (15) sick days per year.

B. 1. Full-time employees hired prior to July 1, 2006 shall be entitled to leave days as follows:

Less than one year of service	Ten (10) days
One year to three years of service	Twelve (12) days
More than three years of service	Fifteen (15) days
More than Ten Years of Service	Twenty (20) days

2. Full-time employees hired after to July 1, 2006 shall be entitled to leave days as follows:

Less than one year of service	Ten (10) days
One year to four years of service	Twelve (12) days
More than four years of service	Fifteen (15) days
More than eleven Years of Service	Twenty (20) days

C. All employees hired after January 1st of any year, shall only be entitled to a pro-rata share of the leave and/or sick days as-provided in the preceding paragraphs.

Section 2 - Part Time and Other Employees

A. Employees who are not full time employees shall earn one leave day per the following schedule:

Less than 1 year	-No Leave time
Entering the second (2 nd) year of employment	-1 day for every 693 hours
Entering the third (3 rd) year of employment	-1 day for every 347 hours
Entering the fourth (4 th) year of employment	-1 day for every 278 hours
Entering the fifth (5 th) year of employment	-1 day for every 208 hours
Entering the sixth (6 th) year of employment	-1 day for every 139 hours
Entering the seventh (7 th) year of employment	-1 day for every 104 hours



Section 3 - Death Leave

A. All employees shall be entitled to three (3) paid leave days for death in his/her immediate family, commencing with the day of death and not extending beyond the day of burial.

B. Immediate family is defined as wife, husband, child, father, mother, brother, sister, father-in-law and mother-in-law, grandparents, grandchildren, son/daughter-in-law, brother/sister-in-law, half-brother and half-sister.

C. All employees shall receive one (1) leave day for non-immediate family.

D. Non-immediate family shall consist of the death of a niece, nephew, uncle, aunt, or cousin.

Section 4 - Leave Day Request

Employee shall, except in an emergency, request in writing, the use of leave time from their supervisor, at least three (3) days prior to the time requested. Any said leave time shall only be taken upon proper approval. In case of emergency, the employee shall notify the City as soon as possible prior to the hour of their intended absence so that a replacement can be obtained.

Section 5 - Leave Accumulation

A. Leave days are cumulative from one year to the following year, employee shall receive one-half (1/2) day leave per (1) leave day not utilized.

B. Sick days shall be cumulative from one year to the following year. Any accumulated sick time than an employee accrues over-the years will be paid in full upon the employee's resignation, discharge or retirement.

C. The City reserves the right to deny or cancel leave days requested, except in emergency. The City cannot cancel or deny leave days or vacation days unless an emergency arises within the City and is not created by the City. Said denial cannot be arbitrary and/or capricious.

ARTICLE X

UNIFORM ALLOWANCE

Section 1 - Full Time Employee

Full-time employees shall receive a (clothing) uniform allowance of \$650.00 per annum.

Section 2 - Part-Time Employees

A. Part time employees, including others, shall receive a (clothing] uniform allowance equal to that given the full time employees upon completion of one thousand and forty (1040) hours of work time.

B. A part time employee shall receive a pro-rata share for the first year worked; i.e. part time employee reaches 1040 hours at the end of the year, employee only receives \$300.00.

Section 3 - Payment

A. The uniform allowance shall be paid in the same manner and at the same time as the uniformed employees of the Fire Department.

B. The City has the right to change the uniforms of the employee, but they must provide the Union with forty-five (45) days notice of such a change. In the event a change of uniform is made, the City agrees to provide the following to each employee all at the City's sole expense:

- (2) Pair of Pants
- (4) Shirts
- (1) Jacket

C. The uniform allowance specified above is for the replacement of clothing, equipment, and property due to normal wear and tear. The uniform allowance is not for replacement of clothing, equipment, and property of an employee that is damaged, stolen, lost or rendered unserviceable while performing his required EMS duties.

D. Any damage caused to employee's uniform, during the course of his/her employment other than normal wear and tear shall be reimbursed by the City. Said reimbursement



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shall not exceed \$50.00 for each item and occurrence as to these items and the allowance shall not be reduced due to the above.

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ARTICLE XI

WAGE RATES

Section 1 - Hourly Rates

A. Wages

1. Effective retroactive to July 1, 2003, the hourly wage rate for bargaining unit members shall be adjusted to reflect a 15% differential between the top step EMT hourly rate and the supervisor EMT rate in effect as of June 30, 2002, which differential may or may not continue beyond June 30, 2002, depending upon these and future negotiations.

2. Effective retroactive to July 1, 2003, the hourly wage rate shall be increased by two (2.0%) percent.

3. Effective retroactive to July 1, 2004, the hourly wage rate shall be increased by two and one-half (2.5%) percent.

4. Effective retroactive to July 1, 2005, the hourly wage rate shall be increased by three and one-half (3.5%) percent.

5. Effective retroactive to July 1, 2006, the hourly wage rate shall be increased by four (4.0%) percent.

6. Based on the above wage increases, the hourly rates per contract year shall be as follows:

July 1, 2003	-	\$18.10
July 1, 2004	-	\$18.55
July 1, 2005	-	\$19.20
July 1, 2006	-	\$19.97

7. Effective July 1, 2003 and thereafter, the hourly wage for the Supervisor assigned or required to perform administrative duties (e.g. scheduling) shall maintain \$1.50 an hour wage differential above the hourly wage of the aforementioned Supervisor's wage rate.

B. Overtime

1. All hours-worked in excess of eight (8) each day,



and forty (40) each week, shall be paid for time and one-half either in compensable time off up to 480 hours maximum or at premium pay. This section is in accordance with the Fair Labor Standard Act of 1985.

2. All overtime shall be paid for in fifteen (15) minute intervals, except for the first fifteen (15) minutes after an employee's work day is completed, which shall not constitute overtime.

C. Shift Differential

All employees at the signing of this Agreement shall be paid a night shift differential of three per cent (3%) for 4:00 P.M. till 8:00 A.M.

Section 2 - Length of Service

A. Length of service to determine the applicable hourly rate shall be counted from January 1, 1976 or date of hire, whichever is later.

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 of pay. The parties agreed to continue said two week hold back for existing employees for the contract years of 1995-1998. 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 the his/her employment with the City.

A handwritten signature, possibly "SSV", is enclosed in a large, loopy circle. Below the signature, the date "11/1/06" is written.Handwritten initials, possibly "GJR", located in the bottom right corner of the page.

ARTICLE XII

LONGEVITY

Section 1 - Longevity

A. All current employees shall receive the following longevity percentages for years worked, regardless of their hourly rates worked, as indicated below:

Completion of five (5) years of service	-	2%
Completion of ten (10) years of service	-	4%
Completion of fifteen (15) years of service	-	6%
Completion of twenty (20) years of service	-	10%
Completion of twenty-five (25) years of service	-	12%

Section 2 - Accumulation


Employees shall receive longevity for the number of years worked from their date of hire regardless of the number of hours accumulated.

Section 3 - Payment

Payment shall begin on the first complete payroll period following the employee's anniversary date.

Section 4

Longevity shall be included in base pay and is pensionable to the extent permitted by law.

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ARTICLE XIII

COURT TIME

All employees subpoenaed to appear in court with respect to matters relating to their duties as EMT's, while employed by the City of Paterson, shall be paid for time spent in court with a minimum of two hours at straight time unless employee worked more than eight (80) hours that pay period, in which case employees will be paid time and one-half. This applies to EMT personnel who are not on duty during said appearance.

A handwritten signature, possibly "B. J.", is written inside a large, hand-drawn oval. Below the signature, the date "1/1/76" is written.A small, handwritten mark or signature, possibly initials, located in the bottom right corner of the page.

ARTICLE XIV

E.M.T. REFRESHER COURSE

Section 1 - Refresher Course

A. All employees must take an E.M.T. approved refresher course every three (3) years or sooner if required by the City.

B. The City will reimburse the employee for the full amount of said course including books and tuition.

C. Employees shall be paid their hourly rate for attending the refresher course, or, if available, attend the course while on duty.

Section 2 - CPR Recertification

A. There will be no charge for CPR recertification as the Ambulance Division has its own equipment and their own instructors.

B. Recertification will take place during the regular business hours Monday through Friday.

A handwritten signature, possibly "J.P.", is enclosed in a circle. Below the signature, the date "11-1-06" is written.A small, handwritten mark or signature in the bottom right corner of the page.

ARTICLE XV

BAN ON STRIKES

Section 1 - Ban on Strikes

A. It is recognized that the need for continued and uninterrupted operation of the Ambulance Division is of paramount importance to the people of Paterson and that there shall be no interference with such operation.

B. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that there will not be and that the Union, its officers, agents or principles, will not engage in, encourage, sanction, or suggest strikes, slow-downs, lockouts, mass resignations or similar action which would involve supervision or interference with normal work performance.

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A handwritten signature, possibly "G. [unclear]", is written in black ink in the bottom right corner of the page.

ARTICLE XVI

SAVINGS CLAUSE

Section 1

A. This Agreement and all provisions herein are subject to all applicable laws, and in the event any provision of this Agreement is held to violate such laws, said provision shall not bind either of the parties, but the remainder of this Agreement, shall remain in full force and effect as if the invalid or illegal provision had not been a part of this Agreement.

B. If any such provisions are invalid, the City and the Union shall meet as soon as possible for the purpose of negotiating changes made necessary by applicable law.





ARTICLE XVII

MODIFICATION OF AGREEMENT

Section 1 - Modification

A. Individual terms and conditions of this Agreement, including economic and non-economic items, may be amended, modified, or terminated during the term of this Agreement by the mutual written consent of the parties.

B. Copies of General Orders, Rules and Regulations/and Communications which affect wage, hours, terms and conditions of employment for employees covered by this Agreement shall be furnished to the designated Union Representative or his/her designee in no less than thirty (30) days prior to implementation.

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ARTICLE XVIII

RULES AND REGULATIONS

Section 1

The City may establish and enforce reasonable rules and regulations in connection with the operation of the EMS Division and maintenance of discipline provided such rules and regulations are not in conflict with the provisions of this Agreement or the Statutes of the State of New Jersey.

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11-3-06

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ARTICLE XIX

PORTABLE RADIOS

Section 1- Portable Radios

A. All ambulance units will be equipped with two (2) portable radios assigned to that unit.

B. Portable radios shall be of modern type and shall remain with the unit assigned.

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ARTICLE XX

CHANGING OF TIRES

Section 1 - Changing of Tires

A. All employees will not be allowed to change tires ever.

B. The shop or a tow truck shall be called to the scene in order to lift the unit off the ground and to change the tire.

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11-1-06

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ARTICLE XXI

MEAL BREAKS

Section 1 - - Meal Breaks

A. Employees shall receive a meal break of one-half(1/2) hour to be taken, with the approval of the on-duty supervisor, during the period of time commencing one (1) hour after the start of a tour and ending one (1) hour prior to the end of the tour. Employees shall be allowed to leave quarters during their meal break.

B. In the event that the supervisor cannot be reached for the meal break, permission shall be granted by the Tour Commander or Battalion Chief in charge, his designee, or the Fire Alarm office.

C. Staying in a restaurant, hospital or private residence, while on meal break, shall be prohibited.

A handwritten signature, possibly "S. J.", is written inside a large, hand-drawn oval. Below the signature, the date "11-1-05" is written.Handwritten initials, possibly "GM", located in the bottom right corner of the page.

ARTICLE XXII

EMPLOYEES RIGHTS

Section I - Employees Rights

A. Employees shall have access to their personnel files during business hours - Monday through Friday, between the hours of 9:00 a.m. and 3:00 p.m. Employees shall have the right to copy any portion of their personnel file.

B. Employees' addressees and phone numbers shall not be made available to members of the public, but shall be available to appropriate governmental officials and employees.

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ARTICLE XXIII

LEAVE OF ABSENCE

Section 1 - Leave of Absence Without Pay

Any employee may be granted leave without pay for a period not to exceed six (6) months with the approval of the Director of Fire.

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11/27/06

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ARTICLE XXIV

HOUSING CONDITIONS

Section 1 - Housing Conditions

A. Air Conditioning - The City shall maintain existing, or install air conditioners for all quarters in which EMS personnel are assigned. Air conditioners which are presently in place in said places at the signing of this Agreement that are rendered unserviceable shall be replaced by the City.

B. Living quarters shall have adequate air conditioning and heating systems. Personnel shall never be housed in a bay area.

C City shall provide furnishings for all quarters in which EMS personnel are assigned, which includes: desks, tables, chairs, cabinet storage, refrigerator, gas or electric ranges and mattresses.

D The City shall provide air conditioning in the EMS office at 850 Madison Avenue.

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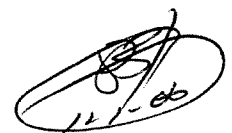
ARTICLE XXV

VEHICLE/EQUIPMENT MAINTENANCE

Section 1 - Vehicle/Equipment Maintenance

A. All ambulances and equipment shall be maintained in a proper and safe manner. An employee shall not be required to service or do any mechanical work on Department ambulances or equipment other than routine inspection and routine maintenance, i.e. refueling and checking fluid levels.

B. For the benefit of the citizens of the City of Paterson and the well being of personnel, all ambulance units shall be equipped with air conditioning, and heat in front cab and back patient compartments that is in good working order.

A handwritten signature, possibly "G. M. M.", is written inside an oval. Below the signature, the date "12-1-06" is written.A handwritten signature, possibly "G. M. M.", is written in the bottom right corner of the page.

ARTICLE XXVI

EMPLOYEE HEALTH CONDITIONS

Section I - Employee Health Conditions

A. The City shall allow adequate decontamination time for personnel and ambulance units due to the increase in contagious diseases, $\frac{1}{2}$ hour for employee and one (1) hour for unit.

B. The EMS Division will maintain an adequate supply of surgical gloves, masks and cleaning solution.

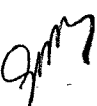
A handwritten signature and date, possibly "11/1/05", enclosed in an oval.Handwritten initials or a signature in the bottom right corner.

ARTICLE XXVII

NOTIFICATIONS TO THE UNION

A. Copies of General Order, Rules and Regulations and communications which affect wage, hours, terms and conditions of employment for employees covered by this Agreement shall be furnished to the Local 97 Shop Steward or his/her designee within twenty-four (24) hours of promulgation.

B. The Local 97 Shop Steward or designee will be notified within Twenty-Four (24) hours of any disciplinary action or complaints made toward any member covered by this Agreement.

A handwritten signature, possibly "SA", enclosed within a hand-drawn oval.Handwritten initials, possibly "GMM", located in the bottom right corner of the page.

ARTICLE XXVIII

MISCELLANEOUS PROVISIONS

Section 1 - Identification Cards -

A. All employees shall receive I.D. cards which shall remain the property of the City.

B. I.D. cards shall be returned by the employee when the employee ceases to be employed as an EMT for the City.

Section 2 - Honorariums

Employees who are assigned by the City to lecture or give a course relating to their duties as an EMT and the assignment takes place outside of a normal tour, shall be paid their hourly rate for the duration of the honorarium for the current contract year.

Section 3- Protective Gear

A. All employees shall be permitted to wear protective gear if he/she so wishes.

B. This protective gear will be as follows:

1. Helmet - Yellow with orange front shield and red reflective trim

2. Coat - Yellow nomex with red reflective trim

3. Boots

Section 4 - Representation

An employee has the right to request Supervisor's Unit representation only at an investigatory interview, where the employee has reasonable ground to believe that the investigation will result in disciplinary action. -

Section 5 - Secretarial Duties

Employees covered by this Agreement shall not be compelled to do secretarial work other than their normal run sheets and journal, unless he/she so desires.

Section 6 - Retroactive

All pay increases, leave days and vacation days and all other provisions to this Agreement will be retroactive from July 1, 2003.

Section 7 - Holiday

During the major holidays scheduling will be from those employees with the least amount of seniority to those with the most amount of seniority. This will allow long term employees the privileges of having the holiday off.

Section 8 - Open Shifts

The City of Paterson and the Union agree that the citizens of Paterson shall have adequate ambulance protection. In the event of an open shift, the Director of the EMS Division or his designee, shall, after an effort is made to contact all part-time employees, will contact a full-time employee to report for duty.

Section 9

When full-time employees are called in for overtime, the City shall choose those individuals with the most seniority first.

Handwritten signature and date "11-3-06" inside an oval.

Handwritten signature "gmm".

ARTICLE XXIX


DURATION OF AGREEMENT

This Agreement shall be effective of July 1, 2003 except where otherwise provided, and shall remain in full force and effect through and including June 30, 2007. The terms and conditions of employment shall continue in full force and effect until a successor agreement is negotiated.

THIS AGREEMENT IS SUBJECT TO THE CITY COUNCIL RATIFICATION AND WILL BE EXECUTED AFTER SUCH RATIFICATION.

CITY OF PATERSON

TEAMSTER LOCAL 97


MAYOR




BUSINESS ADMINISTRATOR

