

May 5, 2017

AGREEMENT

BETWEEN

CITY OF PATERSON

AND

TEAMSTERS LOCAL 97

JULY 1, 2014 THROUGH JUNE 30, 2019

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PREAMBLE

THIS AGREEMENT is made this ____ day of May, 2017, by and between the City of Paterson, in the County of Passaic and State of New Jersey (hereinafter referred to as "the City" or "Employer") and TEAMSTERS LOCAL 97 (hereinafter referred to as "the Union").



ARTICLE I

RECOGNITION

The City recognizes the Union as the exclusive representative for the purpose of collective negotiations with respect to the terms and conditions of employment for all regularly employed non-supervisory full and part time attorneys and paralegals employed by the City, attorneys employed as public defenders, and legal secretaries employed in the City's Law Department, but excluding managerial executives, confidential employees and supervisors within the meaning of the New Jersey Employer-Employee Relations Act, craft employees, police, casual employees and all other employees of the City.

ARTICLE II

DUES CHECK OFF, AGENCY SHOP

A. Upon receiving the written authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the City and the Union and consistent with State Statutes), the City agrees to deduct from the pay of each employee membership dues in such amounts as shall be fixed pursuant to the bylaws and constitution of the Union. The City shall remit within fifteen (15) days of deduction any and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the Union.

B. If there shall be any change in the rate of membership dues, the Union shall furnish to the City such written notice thirty (30) days prior to the effective date of such change.

C. The Union will provide the necessary check-off authorization forms and deliver the signed forms to the City. The Union shall indemnify, defend, and hold the City harmless against any and all claims, demands, suits or other forms of liability which shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards submitted by the Union to the City.

D. The City will furnish the Secretary-Treasurer of the Union with the address, birth date, job classification and rate of pay of all new employees within five (5) days of hire and of

all removals of employees from the City's payroll within five (5) days of removal.

E. Any employee performing bargaining unit work on the effective date of the Agreement who does not join the Union within thirty (30) days thereafter, and any new employee who does not join within thirty (30) days of initial employment within the unit, shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representative fee shall be in an amount not to exceed the amount allowed by law of the regular Union membership dues, fees and assessments as certified to the City by the Union.

F. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement, so long as the Union remains the majority representative of the employees in the unit.

ARTICLE III

NON-DISCRIMINATION

A. The City shall not discriminate against any employee because of race, creed, religion, color, age, sex, sexual affection, national origin or any other category protected by law.

B. There shall be no discrimination, interference, restraint or coercion by the City or the Union, nor any of their respective representatives, against any employee covered under this Agreement because of membership or non-membership in the Union.

ARTICLE IV

UNION RIGHTS

A. SHOP STEWARDS

1. Up to three (3) Shop Stewards will be selected by the Union. One may be designated as Chief Steward by the Union.

2. All Shop Stewards shall be permitted time off from work, without loss of pay, for the adjustment of grievances with the City.

3. All negotiations committee members will be permitted time off from work, without loss of pay, to engage in collective negotiations.

B. WORK SITE VISITATION

An officer or representative of the Union shall be permitted to visit the work site upon approval from corporation counsel, which shall not be unreasonably denied.

C. BULLETIN BOARDS

A bulletin board will be available for the use of the Union to post announcements. Only those announcements that have been signed by the Union President, Secretary-Treasurer or other duly authorized representative may be posted on the bulletin board. Placement of the bulletin board will be mutually agreed upon.

D. INSPECTION OF PAYROLL RECORDS

An authorized representative of the Union shall have the right to inspect the City's pay records and time records of unit members upon prior approval of the Business Administrator, which shall not be unreasonably denied.

ARTICLE V

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to problems arising that affect the terms and conditions of employment.

B. A grievance is a claim by an employee or the Union based upon the interpretation, application or violation of this Agreement and any policy promulgated by the City. A grievance shall also include any claim of unjust discipline or discharge not otherwise appealable in any other forum.

C. The term "aggrieved" shall be taken to include all those employees covered by this Agreement.

D. If a grievance affects a group of employees, the Union may process and institute such grievance at Step Two, provided it is initiated and signed by at least one employee.

E. The term "days" when used in this ARTICLE shall, except where otherwise indicated, exclude Saturdays, Sundays, and Holidays.

F. The parties shall attempt to hold grievance meetings during normal business hours and on the City's premises. However, all grievance meetings with the City shall be without loss of straight time pay and shall not entitle any employee to overtime compensation.

G. The Union President and Teamsters Local 97 shall be notified of all proposed disciplinary actions. The Union shall have the right to submit a grievance concerning a minor suspension as well as major discipline involving those employees whose discipline is not appealable through the New Jersey Civil Service Law and Rules directly to Step Two, and shall be handled in accordance with this procedure, including arbitration. All bargaining unit members with permanent Civil Service status subject to major discipline 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.

H. The Union reserves the right to have non-employee Union representatives at all steps of the Grievance Procedure.

I. Procedure:

STEP ONE: The Union Steward or other authorized representative, with the employee, shall take up the grievance or dispute with the Corporation Counsel within twenty-one (21) days of its occurrence. The written grievance at this Step shall contain the relevant facts, the applicable Section of the Agreement allegedly violated, and the remedy requested by the grievant. The Corporation Counsel shall then attempt to adjust the matter and shall give his/her answer to the Steward within five (5) workdays. Failure to initiate the grievance within the

time limit specified above shall constitute an abandonment of the grievance, and the grievance shall, thereafter, be forever barred.

STEP TWO: If the grievance is still unresolved, it shall, within ten (10) workdays from receipt of the answer in Step One, be submitted to the Business Administrator or his/her designee, who shall schedule a meeting within ten (10) work days with the Union and the grievant. The Business Administrator or his/her designee shall forward his/her answer in writing to the Union President and the grievant within five (5) workdays thereafter.

STEP THREE: If the grievance is still unsettled, the Union may, within thirty (30) days following the answer in Step Two, request arbitration.

1. The arbitrator shall be selected in accordance with the rules and regulations of the Public Employment Relations Commission.

2. The arbitrator shall conduct a hearing and shall render his/her decision in writing with findings of fact and conclusions of law. The decision of the arbitrator shall be final and binding upon the parties subject to the rights of the parties under law.

3. The arbitrator shall not add to, subtract from, modify or amend in any way this Agreement.

4. Only one (1) issue or grievance may be submitted to an arbitrator unless the parties agree otherwise.

5. The cost of the arbitrator will be borne equally by the Union and the City and all other expenses incurred by either side, including the presentation of witnesses, will be borne by the side incurring same. However, upon timely request, the City will make available for an arbitration hearing, employees of the City who the Union requested as witnesses on its behalf. The City shall make such employees available with the least disruption to the work of the City, and such individuals shall suffer no loss of their regular straight time rate of pay during their regular working hours for such appearance. Any late cancellation fee shall be borne solely by the party incurring same.

J. 1. 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.

2. 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. Any of the time limits specified above may be extended by mutual agreement.

ARTICLE VI

DISCIPLINE AND DISMISSAL

A. An employee shall only be disciplined or discharged for just cause.

B. The City recognizes and agrees to utilize the concept of progressive discipline.

C. The Union must be notified prior to the imposition of discipline upon any employee.

D. A Union representative must be present before any investigatory interview is conducted or the imposition of any discipline, and such Union representative shall be present during the investigatory interview or the imposition of any discipline. An employee may only refuse such representation after being fully advised of his or her rights to representation and waiving such rights in writing.

E. The Union representative representing an employee must be given at least forty-eight (48) hours notice of an investigatory interview.

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ARTICLE VII

SALARY

A. 1. Effective retroactive to July 1, 2014, there shall be an across-the-board wage increase of 2.0% for each employee, with the following exceptions: (a) Employees with a base salary of \$29,000 or less will receive a \$1,000 increase instead of the 2%; and (b) Employees with a base salary of more than \$29,000 but less than \$29,412 will receive an increase that is equal to the dollar amount that would raise their base salary to \$30,000. The minimum salary shall be increased to \$26,000.

2. Effective retroactive to July 1, 2015, there shall be an across-the-board wage increase of 2.0% for each employee, with the following exceptions: (a) Employees with a base salary of \$29,000 or less will receive a \$1,000 increase instead of the 2%; and (b) Employees with a base salary of more than \$29,000 but less than \$29,412 will receive an increase that is equal to the dollar amount that would raise their base salary to \$30,000. The minimum salary shall be increased to \$27,000.

3. Effective retroactive to July 1, 2016, there shall be an across-the-board wage increase of 2.0% for each employee, with the following exceptions: (a) Employees with a base salary of \$29,000 or less will receive a \$1,000 increase instead of the 2%; and (b) Employees with a base salary of more than \$29,000 but less than \$29,412 will receive an increase that

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is equal to the dollar amount that would raise their base salary to \$30,000. The minimum salary shall be increased to \$28,000.

4. Effective July 1, 2017, there shall be an across-the-board wage increase of 2.0% for each employee, with the following exceptions: (a) Employees with a base salary of \$29,000 or less will receive a \$1,000 increase instead of the 2%; and (b) Employees with a base salary of more than \$29,000 but less than \$29,412 will receive an increase that is equal to the dollar amount that would raise their base salary to \$30,000. The minimum salary shall be increased to \$29,000.

5. Effective July 1, 2018, there shall be an across-the-board wage increase of 2.0% for each employee, with the following exceptions: (a) Employees with a base salary of \$29,000 or less will receive a \$1,000 increase instead of the 2%; and (b) Employees with a base salary of more than \$29,000 but less than \$29,412 will receive an increase that is equal to the dollar amount that would raise their base salary to \$30,000. The minimum salary shall be increased to \$30,000.

6. To be eligible for any of the above increases, an employee must have been employed by January 1st of the calendar year for which the raise is given.

7. The retroactive increases for 2014-15, 2015-16 and 2016-17 will also apply to any overtime, longevity and shift differential for those years.

8. Payment of retroactive increases will be deferred, as follows: One-half of the retroactive monies will be paid within ninety (90) days of contract approval by the City Council and the State; one-half of the retroactive monies will be paid in July, 2017. Each bargaining unit member will be given a copy of the 3.75 Form showing a breakdown of the retroactive money due to them.

9. 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, 2014 and September 27, 2016, have retired, deceased, been laid off, or resigned in good standing (not in connection with any disciplinary charges).

10. A bargaining unit member eligible pursuant to paragraph 9 above who leaves City employment before all retroactive increase payments referenced hereinabove are made to shall be paid any outstanding retroactive monies due to him/her.

11. The City shall notify the PERS of the salary increases for bargaining unit members who retired prior to ratification so that their final base salary can be adjusted for pension purposes. The City shall make its pension contributions and shall deduct and submit the bargaining unit member's pension contribution from his/her retroactive amount due. The City shall also make its pension contributions and shall deduct and submit the bargaining unit member's pension contribution from

his/her retroactive amount for bargaining unit members who retire prior to the first pay period of July 2017, prior to the bargaining unit member's retirement date.

ARTICLE VIII

LONGEVITY

A. Longevity benefits shall be granted to all employees in the bargaining unit hired before July 1, 2016 in accordance with the following schedule:

Following the fifth year of service -2%

Following the tenth year of service - 4%

Following the fifteenth year of service - 6%

Following the twentieth year of service - 10%

Following the twenty-fifth year of service - 12%

B. For purposes of this ARTICLE, "years of service" shall include employment with any State, County or local government employer.

C. Longevity payments shall be paid in the unit member's regular paycheck and shall be considered as part of base salary for pension and overtime purposes.

D. Longevity shall be computed based on the unit member's original date of hire, and shall include any and all years of service with any other State, County or local government employer.

E. All employees hired on or after July 1, 2016 shall not be eligible for longevity.

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ARTICLE IX

HOURS OF WORK AND OVERTIME

A. HOURS OF WORK

1. Support Staff:

a. Full time support staff employees will work thirty-five (35) hours per week, between the hours of 8:30 to 4:30 with a one (1) hour unpaid lunch break. These hours may be altered upon the mutual agreement of the City and the affected staff member, upon approval of the Union.

b. Part time support staff employees will work twenty-one (21) hours per week. The hours a part time support staff employee works may be altered upon the mutual agreement of the City and the affected staff member, upon approval of the Union.

c. In the event that the City changes its health benefit provider to one that requires employees to work a minimum number of hours in order to maintain health benefits, part-time support staff will have the option of increasing their work hours per week to the number necessary to maintain health benefits without receiving additional compensation for those hours.

2. Attorneys:

a. Hours:

i. Full time attorneys will work thirty-five (35) hours per week.

ii. Part time attorneys will work twenty-one (21) hours per week.

a. In the event that the City changes its health benefit provider to one that requires employees to work a minimum number of hours in order to maintain health benefits, part-time attorneys will have the option of increasing their work hours per week to the number necessary to maintain health benefits without receiving additional compensation for those hours.

b. Calculation of Hours:

Hours for attorneys shall include any and all time spent working on legal matters for the City of Paterson, either in the office, outside of the office, in court, etc. Attorneys are responsible for recording the time spent.

B. OVERTIME

1. Full-time Support Staff

a. All full-time support staff will receive cash or compensatory time on an hour for hour basis for time worked in excess of thirty-five (35) hours per week but less

than forty (40) hours per week. Employees will have the option of whether to receive cash or compensatory time.

b. All full-time support staff will receive cash or compensatory time at the rate of time and one half (1.5x) his or her regular rate for any and all time worked in excess of forty (40) hours per week. Employees will have the option of whether to receive cash or compensatory time.

2. Part-time Support Staff

a. All part-time support staff will receive cash or compensatory time on an hour for hour basis for time worked in excess of the regularly scheduled work week but less than forty (40) hours per week. Employees will have the option of whether to receive cash or compensatory time.

b. All part-time support staff will receive cash or compensatory time at the rate of time and one half (1.5x) his or her regular rate for any and all time worked in excess of forty (40) hours per week. Employees will have the option of whether to receive cash or compensatory time.

3. Attorneys

The current practice of attorneys receiving flex time or compensatory time for work performed outside of the normal workday will be maintained.

C. CALL-IN TIME

1. Part-time Attorneys that are called in to work while off duty shall have the hours worked credited towards their weekly hours requirement.

2. Attorneys assigned to evening sessions in the municipal court will be credited with a minimum of five (5) hours worked or the actual time worked, whichever is greater. Once the evening court session is completed, the attorney may leave.

D. TIME CLOCK:

1. There will be a fifteen (15) minute grace period immediately following the beginning of each shift within which an employee may punch in without loss of pay. In inclement weather this grace period will be extended to thirty (30) minutes.

2. Attorneys that are off site are not required to punch out.

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ARTICLE X

CONTINUING EDUCATION, TRAINING AND PROFESSIONAL GROWTH

A. The City shall pay for or reimburse Attorneys, Public Defenders, Paralegals and/or Secretaries for expenses relating to Continuing Legal Education ("CLE"), training, any courses or expenses for certifications including but not limited to Certified Civil Trial Attorney, Certified Criminal Trial Attorney, Trial Certification for Municipal Court Attorneys, Paralegal Studies and Bar Association memberships, upon prior approval by the City.

B. Attorneys, Public Defenders, Paralegals and Secretaries that attend or otherwise participate in CLE programs during the work day that have been approved by the City will be paid for the time spent attending the CLE program. Time spent attending or participating in CLE programs, whether during regular work hours or after regular work hours, will count as time worked for the Attorney, Public Defender, Paralegal and / or Secretary.

C. The City will pay for or reimburse attorneys for their New Jersey Attorney Registration.

ARTICLE XI

VACATIONS

A. Full time employees shall be granted the following amount of paid vacation on January 1 of each year:

First year of employment through fourth year of employment - 15 days per year.

Fifth year of employment through fifteenth year of employment - 20 days per year.

Sixteenth year of employment and thereafter - 26 days per year.

B. Part-time employees are entitled to the same number of vacation days as set forth in Section A, however the duration of the vacation day is 4.25 hours. This amount shall increase proportionally in the event that a part-time employees' hours increase as set forth in ARTICLE IX. In the event a part time employee has not worked the requisite number of hours per week, he or she may use vacation time to offset the difference in hours.

C. Vacation leave not used shall accumulate and must be used the following year. If an employee is unable to use all of his or her vacation leave due to business necessity or a state of emergency, vacation leave may be carried over for more than one year upon approval of the Corporation Counsel and Business Administrator.

D. Employees who leave the City for any reason other than termination for cause, shall be paid for accrued but unused vacation leave. This payment will include the current year's unused vacation leave and any leave carried over from the previous year only.

E. Unused vacation leave shall be paid to the estate of a deceased employee.

F. During the final year of employment, an employee's vacation time will be prorated.

G. Vacation days will count as time worked for overtime purposes.

ARTICLE XII

HOLIDAYS

A. Bargaining unit members are entitled to the following paid holidays:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Friday following Thanksgiving
Christmas Eve
Christmas Day
Floating Holiday

B. If a paid holiday falls on a Sunday, it will be observed on the following Monday. If a paid holiday falls on a Saturday, it will be observed on the preceding Friday.

C. If a paid holiday occurs while an employee is on approved vacation or sick leave, the employee shall not have that holiday charged as sick or vacation time.

D. If a paid holiday occurs on the normal work day of a part-time employee, the employee is entitled to his or her regular part-time pay.

E. If the City or the Mayor declares a holiday not set forth above, members of the unit will also receive time off with pay for the holiday.

F. An employee required to work on the actual and/or celebrated holiday shall receive compensatory time for the actual hours worked in addition to eight (8) hours straight time holiday pay.

G. Holidays shall be counted as time worked for overtime purposes.

H. The Floating Holiday may be scheduled by the employee at any time with the approval of the City, which shall not be unreasonably withheld.

ARTICLE XIII

PERSONAL LEAVE

A. All employees in the bargaining unit may take two (2) days of personal leave per year with pay.

ARTICLE XIV

LEAVES OF ABSENCE

A. With the approval of the City, any bargaining unit member may be granted a leave of absence without pay for a period not exceeding one year, which may be extended beyond one year only for exceptional circumstances. A request for leave exceeding one year must be approved by the Civil Service Commission pursuant to N.J.A.C. 4A:6-1.1(a)(2). An employee on such a leave will not lose seniority. Upon return from a leave of absence, the bargaining unit member will return to the same position and/or title, at the rate of pay at which he or she left plus any contractual increases.

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ARTICLE XV

SICK LEAVE

A. All employees covered by this Agreement shall receive fifteen (15) paid sick days at the beginning of each calendar year. Sick leave may be used for personal illness or injury, exposure to contagious disease, care for a seriously ill member of an employee's immediate family for a reasonable period of time, or death in an employee's immediate family for a reasonable period of time.

B. Employees may accrue sick time and carry it in their sick time bank from year to year.

C. If an employee leaves employment with the City after the completion of 20 years of service, the City will buy back the employee's unused sick time at the employee's daily rate of pay including longevity, up to a maximum of \$15,000. Upon leaving employment with the City after 25 or more years of service with the City, the former employee is entitled to be compensated for up to an additional 80 sick days over the \$15,000.00 of accumulated sick leave, provided the employee has the accrued sick time. In the event of termination of employment by death of an active employee, any such entitlement to unused accrued sick leave shall be payable to the estate of the deceased employee.



D. Sick leave shall count as time worked for overtime purposes.

ARTICLE XVI

BEREAVEMENT LEAVE

A. Each unit member shall be granted five (5) consecutive working days leave without loss of pay upon the death of a member of his or her immediate family beginning at any time between the date of death and the date of funeral.

B. Immediate family is defined as the employee's spouse, civil union partner, mother, father, brother, sister, step-mother, step-father, step-brother, step-sister, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, child, step-child, grandchild, aunt, uncle, niece, nephew or any other relative of the employee residing within the employee's household at the time of death.

ARTICLE XVII

FAMILY MEDICAL LEAVE

A. The City shall comply with all federal and state statutes concerning family medical leave, including but not limited to the Family Medical Leave Act ("FMLA") and the New Jersey Family Leave Act ("NJFLA").

ARTICLE XVIII

MILITARY LEAVE

A. Military leave shall be provided in accordance with applicable law.

ARTICLE XIX

JURY DUTY

A. Employees called for jury duty shall be granted leave with pay for the full day of work on the day that he or she is required to appear for jury duty. Employees released from Jury Duty before noon must contact their supervisor to ascertain whether they are required to report to work. Employees released after noon are not required to return to work. The City may require verification of attendance at jury duty.

ARTICLE XX

SENIORITY

A. Seniority is defined as the total length of employment with the City, in the aggregate.

B. Layoffs and recalls shall be conducted by seniority in accordance with New Jersey Civil Service Rules and Regulations.

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ARTICLE XXI

HEALTH BENEFITS

A. The City will continue to provide all unit members with all insurance (including but not limited to medical, prescription, dental and vision) currently in effect for employees, their spouses or partners and dependents. Neither the level of benefits nor the eligibility therefore may be altered unless equivalent benefits are provided. Health benefits shall be fully paid for by the City, however, employees shall contribute towards their health benefits as required by applicable law. MS/PS/23/17

B. Retiree Health Benefits

Upon leaving employment with the City after 25 or more years of service, or after 15 or more years of service with the City and age 62 or older, or at least 5 years of service with the City and on accident or ordinary disability pension, employees will be provided with the City's hospital-medical, prescription, dental plans and optical insurance plans for themselves, their spouse or partner and their dependents. Upon the death of the retiree, the surviving spouse and dependent children may remain covered by such plans until the spouse dies or remarries. The City will pay the cost of Medicare Supplement coverage for all such employees who retired from service with the City after September 1, 1990.

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C. Effective as soon as possible after the signing of this Contract, the Traditional Plan will be eliminated, and employees in that Plan will move to the PPO Plan. The Personnel Department will notify the affected individuals.

D. 1. Effective as soon as possible after the signing of this Contract, the coverage of brand name prescription drugs to employees and their dependents under the prescription plan shall be subject to a medical necessity requirement. That requirement shall be deemed satisfied in the event that a prescribing physician certifies on a form agreed to by the parties that the prescribed brand name prescription drug(s) are medically necessary for the patient employee or dependent. A copy of that form will be attached to this Agreement.

2. If an employee or eligible dependent submits a prescription for a brand name drug to the pharmacy without the signed form from the doctor stipulating that the brand name prescription is medically necessary, the prescription will be filled as written, and there will be a 30-day grace period for the employee to submit the required form.

E. The Union agrees to allow the City to change from a self-insured insurance program to the SHBP provided all SHBP plans are made available to bargaining unit members. Should the City provide prescription coverage through SHBP, the

prescription coverage will be that provided under NJ Direct 10/15. (A document delineating the 2016 Prescription Co-pays under the SHBP NJ Direct 10/15 plan is attached to this Agreement for the parties' reference). If, at the time the City decides to move to the SHBP, the Direct 10 plan has been eliminated from SHBP or the benefit levels have significantly changed based on the benefit levels in effect at the time the Memorandum of Agreement was ratified, the City and the Union will negotiate prior to making the change to SHBP.

F. All insurance shall be provided in accordance with P.L. 2011, Chapter 78. When employee contributions to benefits become negotiable for the successor agreement, the starting point for the parties' proposals to increase, decrease, or otherwise modify the contributions will be the present level of contributions.

G. In the event that the City changes its health benefit provider to one that requires employees to work a minimum number of hours in order to maintain health benefits, part-time unit members (attorneys and support staff) will have the option of increasing their work hours per week to the number necessary to maintain health benefits without receiving additional compensation for those hours.

ARTICLE XXII

SEVERABILITY

A. If any section, subsection, paragraph, sentence, clause or phrase of this Agreement should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Agreement, which shall remain in full force and effect; and to this end the provisions of this Agreement are hereby declared to be severable. The parties agree to commence negotiations to replace the severed provision.

ARTICLE XXIII

RETENTION OF RIGHTS

A. The City agrees that all benefits, terms and conditions of employment relating to the status of members of the bargaining unit not covered by this Agreement, shall be maintained at the levels in effect at the time of the commencement of collective negotiations leading to the execution of this Agreement.

ARTICLE XXIV

POLICIES AND PROCEDURES

A. Any new policies and procedures to be implemented by the City must be provided to the Union at least thirty (30) days prior to their implementation for review and comment.

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ARTICLE XXV

HEALTH AND SAFETY

A. The City will endeavor, at all times, to provide a safe, healthy productive and professional working environment for all members of the bargaining unit.

B. Employees who suspect that a hazard exists, or who notice any unsafe work practices or conditions should report them to their Division Head. The City will use its best efforts to have the appropriate Department investigate these reports and take appropriate remedial action.

C. In the event an employee suffers an on-the-job injury, it must be reported to the City immediately. The City will comply with all applicable laws with respect to accommodating employees that are injured on the job.

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ARTICLE XXVI

PROFESSIONAL INSURANCE

A. In accordance with current practice, the City agrees to hold harmless and indemnify any employee that is subject to any legal action through the course of his or duties. The City will provide legal counsel for any employee that is sued as a result of his or employment with the City.

B. The City also agrees to provide all necessary and proper insurance coverage, including but not limited to malpractice insurance, for its professional employees.



ARTICLE XXVII

TERM AND RENEWAL

A. The term of this Agreement shall be from July 1, 2014 to June 30, 2019.

B. In the event the parties have not completed successor negotiations by the expiration date of this Agreement, the terms and conditions of employment contained herein will continue until a successor agreement is reached.

C. Any changes to this Agreement contained in a successor Agreement will be retroactive to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Paterson, County of Passaic and State of New Jersey on this ____day of _____, 2017.

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

CITY OF PATERSON

TEAMSTERS LOCAL 97

MAYOR

John J. Gerow, President

BUSINESS ADMINISTRATOR

Maria Perez, Sec. Treas.

CITY CLERK