

January 18, 2017

LABOR AGREEMENT

BETWEEN

FREE PUBLIC LIBRARY
OF
THE CITY OF PATERSON
PASSAIC COUNTY, NEW JERSEY

AND

NEW JERSEY COUNCIL 52
A.F.S.C.M.E. AFL-CIO, LOCAL 2903

AND

JULY 1, 2014 THROUGH JUNE 30, 2019

LAW OFFICE OF:
STEVEN S. GLICKMAN, LLC
570 Broad Street, Suite 1201
Newark, NJ 07102
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ARTICLE XXII - TOTAL AGREEMENT 67
ARTICLE XXIII - LABOR-MANAGEMENT COMMITTEES 68
ARTICLE XXIV - REQUIRED SCHOOL AND TUITION REIMBURSEMENT . 71
ARTICLE XXV - TERM AND RENEWAL 73
ARTICLE XXVI - COMPLETENESS OF AGREEMENT 77

ARTICLE I

RECOGNITION

A. Pursuant to the Public Employment Relations Act, the Library recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries/wages, hours and other conditions of employment and the administration of grievances arising herewith for the term of the Agreement for all Professional and Non-Professional, full-time and part-time employees employed by the Free Public Library of Paterson in titles presently included in the bargaining unit as of the execution of this contract, excluding only employees employed by the Free Public Library of Paterson entitled presently excluded from the bargaining unit as of the execution of this collective bargaining agreement, Department Heads and Craft Employees, as defined by the Public Employment Relations Act.

B. The Library shall give the Union notice of any newly established job titles at least thirty (30) days prior to establishment of these titles. The Union shall have the right to request negotiations regarding inclusion of the new title in the bargaining unit and/or file a Unit Clarification Petition with the Public Employment Relations Commission.

D. Access to Premises

The Library agrees to permit representatives of the International Union, the Union Council and the Local Union, with the prior approval of the Library Director or his/her designee, to enter the premises of the Library for individual discussion of working conditions with employees, provided such representatives do not interfere with the performance of duties assigned to the employees. Approval shall not be unreasonably denied.

E. Union Rights

The Library agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Library or any Library representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.

F. Union Meetings

1. The Library shall permit the Union to use its premises for Union meetings provided that such meetings do not interfere with the performance of duties assigned to the employees and the premises are not otherwise in use. Such meetings may, at the Union's request, be scheduled at times when the Library is closed to the public, at no additional expense to the Library.

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

3. The amount of said representation fee shall be certified to the Library by the Union, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Union to its own members.

4. The Union agrees to indemnify and hold the Library harmless against any liability, cause of action or claims of loss whatsoever arising as a result of said deductions.

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

6. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.4(2)(c) and (3)(L.1979, C.477), and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available, the Library shall immediately cease making said deductions.

7. For the purpose of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

ARTICLE III

HOURS OF WORK

A. Regular Hours

The regular hours of work each day shall be consecutive. Reference to consecutive hours of work in the balance of this Article shall be construed to exclude lunch periods.

B. Work Week

The work week for all employees shall consist of five (5), seven (7) hour days, Monday through Saturday, inclusive for a total of thirty-five (35) hours, exclusive of one (1) hour lunch period per shift.

C. Work Day

Consecutive hours of work within the twenty-four (24) hour period shall constitute the regular workday. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time, except as may be otherwise stated within this Agreement.

D. Work Schedules

1. Work schedules showing the employees' shift, workdays and hours shall be posted at each work location.

2. Work schedules shall not be changed arbitrarily or capriciously. Any proposed changes will be discussed by the Library and the Union in advance of implementation.

unless the employee volunteers to do so, except for the vacation period from the last week in June through the first week in September.

F. Excused Failure to Report to Work

Whenever possible the decision to close the Library system because of snow conditions will be made and the telephone chain begins no later than 7:00 a.m. Those determining whether or not to close the system will base their decision on such factors as road conditions which make it inadvisable for employees and public safety to open, weather report for North Jersey, amount of snow fall and length of time snow has been falling. The Library system will be closed whenever the Mayor or the Business Administrator or his/her designee determines that dangerous road conditions exist.

G. Emergency Closing

1. In case of emergency closing due to such factors as excessive temperature or inclement weather, employee who otherwise available for work shall receive a full day's pay without loss of sick, vacation or personal leave. If an emergency closing occurs during the course of an employee's work shift, the employee shall be reassigned if more than three (3) hours remains in the employee's shift.

2. If, due to an emergency, the Library closes and the employees are sent home or are instructed to remain home without

5. The Library shall endeavor to maintain room temperature between 68 and 78 degrees or as per PEOSHA at all the Library locations. No employee shall be assigned to a work location where the temperature is above 85 or below 65 degrees. When temperatures exceed these contractual limits, the Director shall declare an emergency closing of the facility.

6. Any employee scheduled off from work for any reason on a day when there is an emergency closing as referenced above shall not be entitled to any compensation under Section G. However, any employee taking a compensatory day off, personal day, vacation day, bank day or sick day, shall not be charged for that day.

H. Rest Periods

All employees' work schedules shall provide for a ten (10) minutes rest period during each one-half (1/2) shift for a total of two (2) rest periods per day. Employees and Supervisors may mutually agree on the scheduling of rest periods. Smoking breaks are included in the definition of "Rest Period". Smoking breaks are not in addition to the Rest Periods provided herein. Abuse of this provision will lead to disciplinary action.

I. Lunch Periods and Meals

All employees covered by this Agreement shall have a lunch period of one (1) hour each shift with the exception of those working in Technical Processing hired prior to January 1, 2016,

ARTICLE IV

REPORTING TIME

A. Call-In Time

1. Any employee called for emergency duty in addition to or outside of his/her regularly scheduled shift shall be paid for a minimum of three (3) hours at the rate of time and one-half (1 ½), so long as said call-in is not contiguous with the employee's regular work shift.

2. Under no circumstances shall an employee be sent home during his/her regularly scheduled shift for the purpose of recalling such employee to work on another work shift which either begins at the end of the employee's regular work shift or anytime thereafter.

B. Premium Rates of Pay

1. All employees shall receive time and one-half (1 ½) their regular hourly rate of pay in compensatory time off for all work performed in excess of seven (7) hours in any work day; all work performed in excess of thirty-five (35) hours in any work week; and all work performed before or after any scheduled work shift.

2. However, overtime after the fortieth (40th) hour in any workweek shall be paid in cash at the rate of time and one-half (1 ½), pursuant to the Fair Labor Standards Act, as amended.

E. Overtime Pay

All overtime work shall be paid for promptly, no later than the next regular payroll check following the pay period in which the overtime is worked.

ARTICLE VI

WORK FORCE CHANGES

A. Promotion and Filling Vacancies

1. The term promotion means the advancement or reassignment of an employee to a higher paying position, which is not of a temporary situation.

2. Notice of vacancies in existing or new job classifications shall be posted on all bulletin boards within ten (10) calendar days of the decision to fill the vacancy stating the job classifications, locations, rate of pay and job requirements.

3. Employees interested in open positions, including employees on layoff, shall within the ten (10) day period make a written request for such positions to the Library Director or his/her designee.

4. Should the promotion or reassignment be of a permanent nature then the Library shall fill such positions from an appropriate Civil Service list and in accordance with existing Civil Service Rules and Regulations. However, the Library shall not refrain from selecting the highest scores, in rank order. Such decision shall not be arbitrarily or capriciously.

3. The Library shall forward a list of those employees being laid off to the Local Union Secretary and President on the same date that the notices are sent to the employees.

4. Permanent employees to be laid off will have at least forty-five (45) calendar days notice of layoff. All other employees will receive as much notice as possible, but not less than thirty (30) calendar days.

5. When an employee is laid off due to a reduction in the work force, he/she shall be permitted to exercise his/her seniority right to bump, or replace an employee with less seniority. Such employee may, if he/she so desires, bump an employee in an equal or lower job classification provided the bumping employee has greater seniority than the employee whom he/she bumps.

D. Recall

1. When the work force is increased after a layoff, employees will be recalled according to seniority in title. Notice of recall shall be sent to the employee at his/her last known address by registered mail. If any employee fails to report for work within ten (10) days from the date of mailing the notices of recall, he/she shall be considered a quit. Recall rights for an employee shall expire after one (1) year from the date of layoff.

such decision involves a partial or total closure or termination of any facilities or operations, a consolidation, or a partial or total relocation or removal of any facilities or operation.

2. Except as otherwise agreed to by the Union, the Library shall not take any action to effectuate or implement any such change, where such action would effect the employees covered by this Agreement, for a period of at least forty-five (45) days from the date of such notice.

3. Employees displaced by the elimination of jobs through job consolidation (combining the duties of two (2) or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted to exercise their seniority rights to transfer to any other job in the service of the Library. An employee transferred as a result of the application of this provision shall be given reasonable training, not to exceed sixty (60) days to perform satisfactorily the job to which he/she is transferred.

performance, except letters of recommendation. Employees may number in sequence and date the information they had read. Such a review must take place in the presence of the Library Director or his/her designee. A Union representative may also be present.

2. The employee shall initial documents dealing with performance; but those initials show only that the employee has reviewed the material and do not signify agreement or disagreement.

3. The employee shall have the right to respond, in writing, to any document relating to performance and such response shall become a part of his/her personnel file if made within ten (10) days of the employee's initialing, as described in (b) above. A copy of each document placed in an employee's file, subsequent to the signing of the Agreement, shall be given to the employee.

4. An employee reserves the right to grieve as well as respond to any material in his/her personnel file which dates from the effective date of this Agreement.

C. Full time employees (part time on a pro-rated basis) who perform no work on a holiday shall be paid one (1) day's pay for each of the holidays listed.

D. If any of the holidays listed in Section 1 fall on Saturday or Sunday, the holiday shall be observed either on the preceding Friday or the succeeding Monday and the Library will be opened Saturday except for:

New Year's Day
July Fourth
Christmas Day

E. Holiday Work

If an employee works on any of the holidays listed in Section A, he/she shall be paid one and one-half (1.5) times his/her regular pay for the day and, in addition, shall receive an alternative day off.

F. Holiday Hours for Overtime Purposes

For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked.

6. Employees shall be entitled to take vacation in one-half day increments.

B. Holidays During Vacation Periods

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee may elect to extend his/her vacation or take a day in lieu of it.

C. Work During Vacation Period

An employee may not be called in to work on his/her vacation unless he/she volunteers.

D. Vacation Rights in Case of Layoff or Separation

1. Any employee who is laid off, discharged, retired, or separated from the service of the Library for any reason, prior to taking his/her vacation, shall be compensated in cash for the unused vacation he/she has accumulated at the time of separation.

2. In case of the death of such employee, such payment shall be made to his/her estate.

3. Employees shall receive vacation pay in advance on the last day worked prior to beginning their vacation, if adequate prior notice is given to the Library.

E. Vacation Eligibility

1. All employees covered by this Agreement shall accrue and be entitled to the following annual vacation leave to be

b. All other full time employees covered by the Agreement shall be eligible for the following vacation leave:

| | |
|----------------------|------------------|
| 1 st year | 1 day per month |
| 1-6 years | 15 days per year |
| 7-20 years | 20 days per year |
| 21-40 years | 25 days per year |
| 41+ years | 35 days per year |

4. The annual vacation leave schedule for part time employees shall be as follows: (Leave days are inclusive; as vacation, sick, and personal)

| | |
|----------------------|-----------------------------|
| 1 st year | 0 days |
| 2 nd year | # of hours worked per week |
| 3 rd year | 2xs # hours worked per week |
| 4 th year | 3xs # hours worked per week |

5. Employees who have completed ninety (90) days on the job shall be eligible to take their accrued vacation.

6. The parties agree the vacation schedule as noted in paragraph (b) above shall not reflect a decrease in any employee's vacation leave that they enjoyed as a result of the previous agreement.

D. Civil Service Examinations

Employees shall be allowed time with pay for at least four (4) hours to take open competitive and promotional examinations set up by the Civil Service System for job opportunities offered by the City of Paterson.

E. Military Service Leave

Employees shall be entitled to military leave in accordance with applicable Federal and State statutes and regulations.

F. Bereavement Leave

1. Five (5) working days bereavement leave will be granted to any employees for death in immediate family, as defined by City practice: Father, mother, brother, sister, husband, wife, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grand-parent, and grand-child. The Library retains the right to require verification of the death.

2. Use of vacation or personal time to attend the funeral or memorial service of an aunt or uncle shall not be unreasonably denied. The Library shall have the right to require verification.

7. Each employee will be granted one-day emergency leave per year. This may be applied against either Personal time or Vacation time, at the employees' discretion. Approval of additional emergency leave days shall be at the sole discretion of the Division or Department Director or designee, which shall not be unreasonably denied. The Division or Department Director or designee may require verification of the need for the requested emergency leave day.

B. Sick Leave Accumulation

1. Employees shall start to earn sick leave from their date of hire, and they shall accumulate sick leave as long as they are in the paid service of the Library.

2. Employees who retire after twenty-five (25) years of continuous service, or fifteen (15) years of continuous service and has reached the age of sixty-two (62), shall receive compensation for unused accumulated sick leave at the rate of full daily rate of pay, based upon the average base pay received during the last full year of his/her active employment prior to the effective date of said retirement. Also, health, dental and prescription coverage for the employee and their spouse shall remain in effect through the life of each employee and their spouse.

3. Employees who retire after 25 years of service shall receive compensation for unused accumulated sick time, a maximum

4. When an employee requests injury leave, he or she shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is initially made by the City's Worker's Compensation carrier, with the final determination, if necessary, to be made by the Worker's Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off charged against his or her accumulated sick time and, if necessary, against any other accumulated leave time. If the employee does not have enough accumulated time off, he or she shall be advanced sick time to cover the absence. If the employee leaves the employ of the Library prior to reimbursing the Library for such advanced time, the employee shall be required to reimburse the Library for such advanced time.

5. Any employee who is injured, whether slight or severe, while working, must make an immediate report within two (2) hours thereof to the Library Director.

6. It is understood that the employee must file an injury report with the Library Director so that the Library may file the appropriate Worker's Compensation Claim. Failure to so

injury leave benefits granted under this Article shall be terminated.

10. If the Library can prove that an employee has abused his privileges under this Article, the employee will be subject to disciplinary action by the Library.

or renewed for an additional six (6) months. Reasonable purpose may not be construed to mean seeking or working on another job.

2. Reasonable purpose in each case shall be agreed upon by the Union and the Library.

D. Union Business

1. Employees selected to any Union office or selected by the Union to do work which takes them from their employment with the Library may, with the written request of the Union and the approval of the Library Board of Trustees, be granted a leave of absence. The leave of absence shall not exceed six (6) months, but it may be renewed or extended for a similar period of any time upon the request of the Union.

2. Members of the Union selected by the Union to participate in any other Union activity shall be granted a leave of absence at the request of the Union. A leave of absence for such Union activity shall not exceed one (1) month, but it may be renewed or extended for a similar period at any time upon the request of the Union.

3. Sub-sections (1) and (2) above shall not apply to more than three (3) employees at any given time.

E. Maternity

Maternity leaves, not to exceed six (6) months, shall be granted at the request of an employee. Maternity leaves may, upon the request of the employee, be extended or renewed for a

ARTICLE XIII

SALARY AND LONGEVITY

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

Council and the State; one-half of the retroactive monies will be paid in July, 2017.

8. 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).

9. A bargaining unit member eligible pursuant to paragraph 8 above who leaves City employment before all retroactive increase payments referenced hereinabove are made to him/her shall be paid any outstanding retroactive monies due to him/her.

10. 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.

11. The City will notify each employee of the

B. Longevity Service Pay

1. Longevity shall read the same as the Longevity package for the City of Paterson, which consists of:

| | | |
|---------------------|---|-----|
| 5 years of service | - | 2% |
| 10 years of service | - | 4% |
| 15 years of service | - | 6% |
| 20 years of service | - | 10% |
| 25 years of service | - | 12% |

2. Effective July 1, 1997, there will be no longevity benefits for new employees.

C. While the Library shall maintain the right to continue performance evaluations, said evaluations shall not be used to determine wage increases for the life of this Agreement.

include an option for family coverage, subject to the Drug Prescription Plan's rules and regulations.

E. Optical Plan.

The Library shall continue to provide, to employees only, coverage under the Optical Plan in effect since December 31, 1983. Effective retroactive to July 1, 2003, the optical plan shall be increased to provide \$50.00 for eye examinations and \$50.00 for frames/lenses. Bargaining unit employees shall be entitled to this benefit every other year, as in the current plan.

F. 1. The Library reserves the right to change carriers or self-insure on all Medical Health Benefits, (as defined in Section A, Section D, Section J, Section K and/or Section L of this Article) provided that benefits are not reduced. The Library agrees to notify the Union prior to any such change.

2. Health Insurance deductible amounts for Family Coverage are \$425.00, and Single Coverage is \$300.00, effective November 1, 1999.

G. Commencement of Coverage.

The hospitalization and medical provisions of this Agreement shall be available for new employees covered by this Agreement who have completed ninety (90) continuous workdays with the Library.

prescription coverage will be that provided under NJ Direct 10/15. (A document delineating the 2016 Prescription Co-pays under the SHBP BJ Direct 10/15 plan is attached to this Agreement for the parties' reference).

2. If benefit levels are reduced and/or out-of-pocket costs are increased, by any source, the City shall seek new coverage that is equal to the SHBP coverage that was in place when the City entered the SHBP upon notice by the Union. The City shall not delay in seeking substitute equal to coverage.

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

ARTICLE XVI

SETTLEMENT OF DISPUTES

A. Grievances Purpose and Definitions.

1. The purpose of this procedure is to secure at the lowest possible level, equitable solution to the problems which may arise affecting the terms and conditions of employment.

2. In the wording of this statement of procedure, the term "aggrieved" shall be taken to include all those employees covered by this Agreement.

3. Any employees shall have the right to present his/her grievance through the steps described in the following paragraphs with assured freedom from restraint, interference, coercion, discrimination or reprisal.

4. A grievance is a violation of this Agreement or the interpretation or application of it.

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

B. Procedure.

1. It is important that grievances be processed as rapidly as possible. The number of 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.

C. Grievance Steps

Step 1: Immediate Supervisor and Department Head

Any employee covered by this Agreement who feels himself/herself to have a grievance may take up the grievance with his/her immediate supervisors and the Department Head within fifteen (15) days of the date upon which the employee became aware of it, or within fifteen (15) days from the date of its occurrence. The immediate supervisor and the Department Head shall attempt to adjust the grievance on an oral or informal basis within two (2) days. If the grievance is denied, it shall be denied in writing. A grievant shall be entitled to representation by a steward and/or other authorized Union Representative.

Step 2: Library Director.

If the grievance has not been resolved, the grievance may be submitted to the Library Director within five (5) days following the determination at Step 1. Within five (5) days of notification by the Union, a meeting will be held with the Library Director or his/her designee. The grievant may be represented at this meeting by his or her steward, the Local President or his or her designee, and Council 52. A decision will be rendered, in writing, within five (5) days following the meeting.

Employment Relations Commission, the Union will send notice to the Library of its application for arbitration.

4. The decision of the Arbitrator shall be final and binding on all parties. Only matters pertaining to the application and/or interpretation of the provisions of this Agreement may be brought to arbitration. No Arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify, or delete any provisions of this Agreement.

D. Matters Relevant to the Grievance Procedures.

1. Grievance Committee members may investigate and process grievances during working hours. The performance of this function shall not interrupt the normal operation of the Library.

2. The names of the members of the Local Union who may represent the employees shall be certified in writing to the Library by the Local Union.

3. The Local Union President or his/her designated representative shall, when situations warrant, be free to bring to the attention of the Library Director, any conditions, which may be a threat to the normal operating conditions of the Library.

4. The Union reserves the right to have a non-employee Union representative all steps of the grievance procedure.

4. It is the policy of the Library not to reprimand an employee before other employees or the public.

negotiations that take place on the new Agreement subsequent to this Agreement's expiration date.

D. Work Rules.

1. The Library agrees that a new work rules or changes in existing rules shall not become effective until they have been discussed by the Library and the Union.

2. Employees shall comply with all existing rules, regulations, directives and Library policies that are not contravened by the terms of this Agreement, provided that these rules, regulations, directives, and Library policies are uniformly and equitably applied and enforced.

E. Protection and Security for Employees.

1. The Library shall make every effort to provide adequate and protection at all work installations for all employees during their respective shifts. This Section does not include the obligation on the part of the Library to hire security guards.

2. The Library agrees to provide storage space for work related bargaining unit equipment.

3. By September 1, 2008, the security guards will be provided with a system of communicating with the City's Police Department.

K. Staffing

A minimum staffing level of two (2) employees is required for public access to any branch or department. The second person could be any Library employee. No library employee other than security officers will be required to perform security officer functions that are likely to lead to physical confrontations/altercations.

L. Uniform Allowance

1. Maintenance workers, security guards, and the clerk driver will receive their uniform allowance of seven hundred (\$700.00) dollars in cash per year in lieu of a voucher system.

2. If an employee fails to wear the assigned uniform, the employee will be sent home for the day without pay in addition to being subject to disciplinary action.

M. Safety Committee

1. The Library and the Union agree to form a Safety Committee to discuss safety issues. The Committee shall consist of two Union representatives, the Director, and another individual designated by the Director.

2. The Safety Committee shall meet on a monthly basis on a mutually agreed upon date and time.

3. The Union representatives shall provide an agenda to the Director at least twenty-four (24) hours in advance of the meeting.

ARTICLE XIX

SAVINGS CLAUSE

Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by a Court of competent jurisdiction, such decision of the court shall only apply to the specific Article, Section or portion thereof, directly specified in the decision. Upon the issuance of such decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXI

NO STRIKES

Neither the Union nor any employee shall induce or engage in any strikes, work stoppages, or mass absenteeism, or induce any mass resignations during the term of this Agreement.

ARTICLE XXIII

LABOR-MANAGEMENT COMMITTEES

A. Labor-Management Committees

1. To facilitate communication between the parties and to promote a climate conducive to constructive employee relations, joint labor-management committees shall be established at the departmental levels of operations to discuss important matters of mutual interest. The size of the committees shall be limited to the number of representatives needed to accomplish their objectives. Committee size shall be determined by mutually agreed upon local arrangement.

2. Such committees will meet as necessary, but at least quarterly. Written agenda will be submitted a week in advance of regular meetings. Special meetings may be requested by either party. An agenda will be submitted along with the request. Such special meetings will be scheduled as soon as possible.

3. Approved time spent in such meetings shall neither be charged to leave credits nor considered as overtime worked. Management shall make every effort to schedule meetings during reasonable hours without loss of pay.

4. The employee relations, joint labor management committees will meet quarterly.

(1) work week, shall receive his/her rate or the rate for the job, whichever is greater.

4. The employee must first complete the application for Tuition Reimbursement and submit same to his/her supervisor.

5. The employee will pay the tuition. Reimbursement to the maximum noted below will be made upon presentation of a bursar's receipt showing satisfactory completion of the course.

6. The maximum allowance reimbursable for one (1) semester is fifty per cent (50%) of the total tuition, not to exceed three hundred dollars (\$300.00) for the school year September 1, through August 31.

7. There is no reimbursement for the cost of books, special fees, or other incidental charges.

ARTICLE XXVI

COMPLETENESS OF AGREEMENT

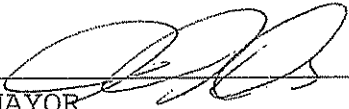
This Agreement represents and incorporates the complete and final understanding by the parties on all bargainable issues which were or could have been the subject of negotiations.

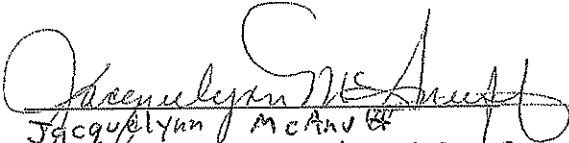
THIS AGREEMENT IS SUBJECT TO CITY COUNCIL RATIFICATION AND WILL BE EXECUTED AFTER SUCH RATIFICATION.

IN WITNESS WHEREOF, the parties have caused their names to be signed on the ____ day of _____, 2017.


CITY OF PATERSON

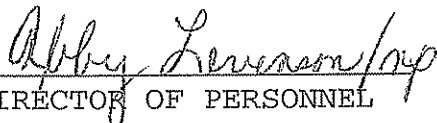
A.F.S.C.M.E. LOCAL 2903

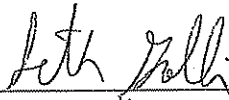

MAYOR


Jacquelyn McAnulty
President, AFSCME Local 2903


BUSINESS ADMINISTRATOR


CHARLES GRAHAM AFSCME LOCAL 2903


DIRECTOR OF PERSONNEL


Seth Gollin
AFSCME CO. 52

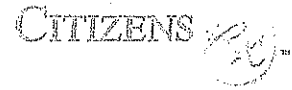
ATTEST:


CITY CLERK

RATIFIED AND APPROVED BY PATERSON MUNICIPAL COUNCIL ON

October 25, 2016.

GENERAL PRIOR AUTHORIZATION FORM
PHYSICIAN FAX FORM



Forms submitted without progress notes and labs will be denied for lack of information.

Non-Urgent Urgent

| PATIENT INFORMATION | | | |
|---------------------|-----------------------|--------------|------------|
| First Name: _____ | Last Name: _____ | DOB: _____ | |
| Address: _____ | City: _____ | State: _____ | Zip: _____ |
| Phone: _____ | Email: _____ | | |
| Member ID: _____ | Policy/Group #: _____ | | |

| PRESCRIBER INFORMATION | | | |
|-----------------------------|------------------|----------------------|------------|
| First Name: _____ | Last Name: _____ | Practice Name: _____ | |
| Address: _____ | City: _____ | State: _____ | Zip: _____ |
| Phone: _____ | Pager: _____ | Fax: _____ | |
| Email: _____ | NPI #: _____ | DEA #: _____ | |
| Prescriber Signature: _____ | Specialty: _____ | Date: _____ | |

| PHARMACY INFORMATION | | | |
|-------------------------------|---|--|---|
| Pharmacy Name: _____ | Phone: _____ | Fax: _____ | |
| Product will be delivered to: | Patient's home <input type="checkbox"/> | Prescriber office <input type="checkbox"/> | Patient will pick up <input type="checkbox"/> |

| DIAGNOSIS AND MEDICAL INFORMATION | |
|---|-------------------------------------|
| Medication Requested: _____ | Directions: _____ |
| Quantity per month: _____ | # of Refills: _____ |
| Patient's Diagnosis (ICD-10 code plus description): _____ | |
| Start Date & Expected Length of Therapy: _____ | |
| Drug Allergies: _____ | |
| Place of Administration (e.g., prescriber office, facility, home health, etc.): | |
| Name: _____ | |
| Address: _____ | City: _____ State: _____ Zip: _____ |
| Phone: _____ | |

**GENERAL PRIOR AUTHORIZATION FORM
 PRIOR AUTHORIZATION FORM
 PHYSICIAN FAX FORM**



Forms submitted without progress notes and labs will be denied for lack of information.

| CLINICAL INFORMATION | |
|--|--|
| Please attach any progress notes and labs that should be considered with this request. | |
| 1. Is the patient currently treated with this medication? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 2. If yes, when was treatment started? | |
| 3. Please list all reasons for selecting the requested medication over other alternatives (e.g., contraindications, allergies, history of adverse drug reactions). | |
| 4. Please list the dates of therapy and all medications the patient has previously tried and failed for treatment of this diagnosis. | |

| Please mail or fax this form to: | Instructions: |
|---|---|
| Citizens Rx: Prior Authorizations Department 1144 Lake Street Oak Park, IL 60301 Phone: 888-556-7482 Fax: 888-557-0896 | This form is to be used by participating providers to obtain coverage for a formulary drug requiring prior authorization (PA); a non-formulary drug for which there is no suitable alternative available, or any overrides of step therapy; quantity limits; or other edits. Please complete this form and fax to Citizens Rx at: <div style="text-align: right;">888-557-0896</div> |