

AGREEMENT

BETWEEN

THE CITY OF PATERSON
DIVISION OF HEALTH
PASSAIC COUNTY, NEW JERSEY

AND THE

NEW JERSEY COUNCIL 63
A.F.S.C.M.E. AFL-CIO, LOCAL 430

JULY 1, 2019 - DECEMBER 31, 2023

O'TOOLE SCRIVO, LLC
14 Village Park Road
Cedar Grove, NJ 07009
(973) 239-5700

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I - RECOGNITION	2
ARTICLE II - MANAGEMENT RIGHTS	3
ARTICLE III - GRIEVANCE PROCEDURE	5
ARTICLE IV - HOURS OF WORK	11
ARTICLE V - PREMIUM PAY	14
ARTICLE VI - LONGEVITY	17
ARTICLE VII - HOLIDAYS	18
ARTICLE VIII - SICK LEAVE DAYS	20
ARTICLE IX - VACATION LEAVE	23
ARTICLE X - PAID LEAVES	25
ARTICLE XI - UNPAID LEAVES	27
ARTICLE XII - HEALTH INSURANCE	28
ARTICLE XIII - AUTOMOBILE ALLOWANCE	33
ARTICLE XIV - UNIFORM ALLOWANCE	34
ARTICLE XV - WORKERS COMPENSATION	35
ARTICLE XVI - WAGES	38
ARTICLE XVII - DUES	41
ARTICLE XVIII - GENERAL PROVISIONS	45
ARTICLE XIX - SAVINGS CLAUSE	49
ARTICLE XX - DURATION OF AGREEMENT	50

PREAMBLE

This Agreement dated this _____ day of _____, 2023, by and between the City of Paterson, in the County of Passaic, New Jersey, a municipal corporation of the State of New Jersey, (hereinafter the "City"), and Council 63, Local 430, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (Division of Health Employees) (hereinafter the "Union"), represents the complete and final understanding on all bargainable issues between the City and the Union.

ARTICLE I

RECOGNITION

A. The City recognizes the Union as the exclusive bargaining agent for the following full time, part time and seasonal part time employees of the Department of Human Resources, Division of Health; Clerical Employees, Professional, Technical and Ancillary Employees; Sanitary Inspectors; Supervisors, and Public Health, Graduate and licensed Practical Nurses; and excluding Managerial Executives and Confidential employees within the meaning of the Act.

B. Managerial Executives and Confidential employees shall include, but not be limited to the Health Officer.

C. Employees shall include: Full-time - those who work either thirty-five (35.0) hours per week, subject to Article IV, or thirty-two and one-half (32.5) hours per week, on a continuous twelve (12) month per year basis. Permanent Part time those who work nineteen and one-half (19.5) hours per week or less on a continuous twelve (12) month per year basis. Seasonal Part time - those who work nineteen and one-half (19.5) hours per week or less for the months of September through June.

ARTICLE II

MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing the following rights:

1. The executive management and administrative control of the City government and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the City.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and/or the effective operation of the City, after advance notice thereof to the employees.

4. To hire all employees, to promote, transfer, assign or retain employees in positions within the City.

5. To warn, reprimand, suspend, demote, discharge any employee for good and just cause according to law.

6. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive, subject to Civil Service Commission rules and regulations.

B. The City reserves the right, with regard to all other conditions of employment not reserved, to make such changes as it deems desirable and necessary for the efficient and effective operation of the Department.

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

D. The City retains the right to subcontract any or all of the work performed by employees covered by this Agreement.

ARTICLE III

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 includes minor discipline as noted in Step Three below.

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 Three, 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 pay.

G. The Union President and AFSCME Council 63 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 provisional bargaining unit members directly to Step Three, 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. All bargaining unit members with permanent Civil Service status subject to minor discipline shall have the right to appeal such discipline through the Grievance Procedure up to and including arbitration.

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 employee's immediate supervisor 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 supervisor 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 has not been settled in Step One, it will be reduced to writing and presented to the Department Head, or his/her designee, within ten (10) work days following receipt of the determination from Step One. Thereafter, the Union and the Department Head, or his/her designee, shall meet at a mutually agreed upon time to discuss the grievance. The Department Head, or his/her designee, in consultation with the Division Head and immediate supervisor, shall render an answer, in writing, within five (5) workdays after its presentation at Step Two.

STEP THREE: If the grievance is still unresolved, it shall, within ten (10) workdays from receipt of the answer in Step Two, 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 FOUR: If the grievance is still unsettled, the Union may, within thirty (30) days following the answer in Step Three, 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 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.

J. 1. Failure to process the grievance at any step within the time limits specified for that step will constitute an abandonment of the grievance, and that 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.

K. Miscellaneous:

1. Any employee shall have the right to present his grievance with assured freedom from restraint, interference, coercion discrimination or reprisal.

2. The grievance procedure shall in no way impair, diminish, or preclude any rights of the parties as set forth in New Jersey Statutes, N.J. Administrative Code, or any other law.

3. If, in the judgment of the Union a grievance affects a group of employees, the Union may process and institute such grievance at Step 3 of this grievance procedure, provided it is initiated and signed by at least one employee.

4. Grievance Committee members may have a reasonable amount of time to investigate and process grievances during working hours, without loss of pay, upon notification and approval by the Director, or designee, which approval shall not be unreasonably denied.

5. The concept of progressive discipline shall be kept in mind in all disciplinary matters.

ARTICLE IV

HOURS OF WORK

A. Work Day:

1. The normal work day shall be six and one-half hours (6 ½) exclusive of the lunch period for full time employees.

2. The normal work day for permanent part time employees shall be dependent upon the needs of the specific area of the Division of Health to which that employee is assigned. Those hours shall not exceed Nineteen and one-half (19 ½) hours per week.

3. The normal work day for seasonal part time employees shall be dependent upon the needs of the specific area of the Division of Health in which that employee works. Those hours shall not exceed Nineteen and one-half (19 ½) hours per week.

B. Work Week:

1. The normal work week shall consist of thirty-two and one-half (32 ½) hours from Monday to Friday inclusive for full time employees of the Division of Health.

2. The normal work seek shall consist of no more than Nineteen and one-half (19 ½) hours per week form Monday to Friday inclusive for permanent part time employees of the Division of Health.

3. The normal work week shall consist of no more than Nineteen and one-half (19 ½) hours per week from Monday to Friday inclusive for seasonal part time employees of the Division of Health. Seasonal part time employees shall work from September until June of each calendar year.

C. Scheduled Work Day:

1. The normal starting time shall be 8:30 a.m. and quitting time 4:00 p.m. but may be varied for seasonal operations or emergencies. The normal starting time and quitting time may be changed by the Director of the Division of Health after discussing said changes with the President of the Union.

2. The normal starting time and quitting time for part time employees and seasonal part time employees shall be dependent upon the needs of the Division of Health.

D. The City shall have the right to schedule all bargaining unit members hired on or after January 31, 2017 to work a thirty-five (35) hour workweek, seven (7) hour day, with a normal starting time of 8:30 a.m. and quitting time at 4:30 p.m.

E. All employees are entitled to a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon. Smoking breaks are included in the definition of "Rest". Smoking breaks are not in addition to the rest periods provided herein. Abuse of this provision will lead to disciplinary action.

F. In the event a bargaining unit member is required to attend a meeting, training or other job-related event which causes the bargaining unit member to work beyond the hours of the normal work week, the bargaining unit member shall receive straight time compensatory time for the time in excess of the normal work week.

ARTICLE V

PREMIUM PAY

A. Overtime:

1. All work performed after the normal work week shall be paid at straight time.

2. All non-exempt employees who are required to work in excess of forty (40) hours in one week shall be compensated at time and one-half of his/her regular rate of pay for all hours worked in excess of forty (40) hours. The compensation shall be in the form of cash or compensatory time at the employee's discretion.

3. Non-exempt employees who are normally scheduled to work thirty-two and one-half (32 ½)/thirty-five (35) hours per week will receive straight time pay for the hours from thirty-two and one-half (32 ½)/thirty-five (35) through forty (40) and time and one-half (1.5) the regular straight time pay for all hours worked in excess of forty (40) hours per week. The compensation paid in excess of forty (40) hours shall be in the form of cash or compensatory time at the employee's discretion.

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

5. See Article VII concerning holiday pay.

B. Call Back:

An employee called back for emergency duty outside of his regularly scheduled shift, shall be paid for a minimum of three (3) hours at time and one-half (1 ½) his or her hourly rate, so long as said call-back is not contiguous with the employee's regularly scheduled hours. (Total of 4 ½ hours).

C. Weekend and Holiday Work:

1. One Nurse and One Sanitary Inspector will be on call, available for Saturday, Sunday and Holidays and will receive a flat sum of \$150.00 for each day. All Nurses and Sanitary Inspectors will share this duty on a rotating basis, so long as State law does not preclude such eligibility.

2. The hours worked in "A" above shall not be considered as overtime hours and no additional compensation beyond the sum stipulated in paragraph "A" above shall be paid nor compensatory time off be given for said hours.

3. Nurses and Sanitary Inspectors required to standby or work on Saturdays, Sundays or Holidays shall do so on the basis of rotation. If Nurses and Sanitary Inspectors are not available on a rotational basis, the City may make the assignments deemed necessary.

4. If an on-call employee is called out to respond to an emergency(s), her or she shall be paid straight time for the number of hours actually worked above his regular workweek up until forty (40) hours, and then time and one-half for hours over forty (40) hours.

D. If an employee is required to stay and work after offices are closed due to an emergency (such as inclement weather), the employee will be provided compensatory time equivalent to the hours worked after the rest of the staff members have been dismissed.

E. Employees shall have a maximum of one (1) year to use their compensatory time.

ARTICLE VI

LONGEVITY

A. 1. All eligible employees shall receive longevity in accordance with the following schedule, effective the next complete payroll period following their anniversary date:

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE</u>
Upon completion of five years of service	2%
Upon completion of ten years of service	4%
Upon completion of fifteen years of service	6%
Upon completion of twenty years of service	10%
Upon completion of twenty-five years of service	12%

2. The longevity percentage shall be computed on the employee's actual yearly base salary.

B. As of July 1, 1998, all new employees who are hired into this bargaining unit or any present employee transferred into this bargaining unit will not receive longevity as per the above schedule.

ARTICLE VII

HOLIDAYS

A. Recognized Holidays:

1. The following days shall be recognized and observed as paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Election Day
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Eve
Independence Day	Christmas Day
Labor Day	

2. If the paid holiday falls on a Saturday, the preceding Friday shall be considered the holiday. If the paid holiday falls on a Sunday, the following Monday shall be considered the holiday.

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

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

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

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

ARTICLE VIII

SICK LEAVE DAYS

A. Sick leave. Full-time employees shall receive a sick leave credit of no less than one (1) working day for each completed month of service during the remainder of the first calendar year of service and fifteen (15) working days in every year thereafter. The fifteen (15) working days shall be credited to the employees leave banks on January 1st. However, if the employee is separated from the City and has used more leave time than actually accrued, the City shall have the right to reimbursement for this time from any funds owed to the employee by the City (e.g. two week hold back pay). Should the time used by the employee exceed the funds owed by the City to the employee, the employee shall be responsible for paying the remaining funds owed.

B. Entitlement. Employees shall be entitled to utilize accumulated sick leave for the following reasons:

1. Personal injury or illness;
2. Where exposure to contagious diseases endanger the health of other employees;
3. Where a member of the employee's immediate family is critically ill or disabled;
4. For medical or dental examination or treatment for which arrangements cannot be made; or outside of working hours.

C. A doctor's note shall be required after five (5) consecutive days of sick leave or whenever it appears reasonable to the City to request a doctor's certification.

D. Accumulated Sick Leave Payment:

Full-time employees on the payroll as of the signing of this Agreement shall receive payment for unused sick leave as follows:

1. Full-time employees who retire after twenty (20) years of service shall receive compensation for unused accumulated sick leave at the 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 retired.

2. There shall be a maximum payout for unused accumulated sick leave of \$15,000.00 per employee.

3. Employees may request a lump sum payment for their unused accumulated sick leave when they receive notice of their retirement approval, payable as soon after the effective date of their retirement as possible.

4. Employees shall notify the City no later than December 1st that he/she plans to retire. Failure to notify the City may cause a delay in the retirement payment due.

5. Employees hired before May 21, 2010 who retire after twenty-five (25) years of service shall receive up to an additional eighty (80) days' pay over and above the \$15,000.00 maximum if the employee has accrued the proper number of days. Employees hired on or after May 21, 2010 shall not be eligible for payment in excess of \$15,000.00 unless permitted by law.

ARTICLE IX

VACATION LEAVE

A. Allowance:

1. All full time and permanent part time employees shall receive and be eligible for earned vacation leave in accordance with the personnel policies currently in effect, including permissible vacation periods, limitations with respect to prime vacation periods and other limitations contained in personnel policies. In addition, approved vacation time may be utilized in hourly increments.

2. Vacation leave may be taken between January 1 and December 31 with the approval of the Director of the Division of Health. Three (3) single vacation days may be taken during the year with the approval of the Director of the Division of Health. The Director's decision with respect to subsection B shall be final.

B. Accumulation:

1. All full time employees hired before January 31, 2017 accrue vacation days as follows:

1-5 years of service	12 working days
5 years + 1 day - 10 years of service	15 working days
10 years + 1 day - 15 years of service	20 working days
15 years + 1 day - 20 years of service	25 working days
20 years + 1 day and over	30 working days

2. All full time employees hired on or after January 31, 2017 accrue vacation days as follows:

1-5 years of service	12 working days
5 years + 1 day - 11 years of service	15 working days
11 years + 1 day - 16 years of service	20 working days
16 years + 1 day - 21 years of service	25 working days
20 years + 1 day and over	30 working days

3. Employees shall be entitled to carry over vacation time in accordance with Department of Personnel rules and regulations.

C. Employees shall be given an accounting of their vacation entitlement in January of each year.

D. Employees shall be entitled to their full vacation allotment as of January 1 of each year. If an employee leaves during the year, his or her vacation entitlement shall be pro rated on a monthly basis.

ARTICLE X

PAID LEAVES

A. Personal/Bereavement Leave:

1. All full time employees shall be credited with seven (7) days leave which shall be for personal or bereavement. This time can be utilized in hourly increments.

2. The leave shall be non-cumulative.

3. Full time and Permanent Part time employees hired subsequent to January 1 shall receive said leave on a prorated basis in accordance with present personnel policies.

4. Employees requiring any additional leave shall have same deducted from their accrued vacation leave or take leave without pay.

5. Personal-Bereavement leave shall be granted in accordance with present personnel policies. Except in emergencies, employees shall request such leave at least twenty- four (24) hours in advance.

B. Maternity Leave:

All full time and permanent part time employees shall receive and be eligible for said leave in accordance with the present personnel policies.

C. Emergency Days:

In the case of an emergency, an employee will be able to use a personal day or a vacation day without prior approval. The employee is to notify his/her Supervisor the morning of the emergency. Proof of the emergency can be requested by the employee's Supervisor.

D. Snow Days:

The City will clear the Department of Health parking lot as early as possible in the morning, when inclement weather is hazardous, the same as other lots.

ARTICLE XI

UNPAID LEAVES

A. All full time employees may be granted an unpaid leave of absence of up to six (6) months in accordance with Department of Personnel rules and regulations with the approval of the Director of the Division of Health.

B. Copies of the Family and Medical Leave Act shall be made available to all members of the Union, written in language that is concise and easy to comprehend. These copies shall be made available by the Department of Personnel upon request.

ARTICLE XII

HEALTH INSURANCE

A. 1. The Employer agrees to provide coverage under the State Health Benefits Plan for all employees and their dependents as defined under the respective policies of insurance. The Employer agrees to provide major medical, dental, vision, and prescription drug insurance to all employees and their dependents. For the duration of this Agreement, each employee shall make the required contribution to this plan at the Tier 4 level under P.L. 2011, Chapter 78. Employees shall become eligible for all health benefits enumerated above upon the completion of sixty (60) calendar days.

2. The contribution shall apply to employees for whom the employer has assumed a health care benefits payment obligation to require that such employees pay at a minimum the amount of contribution specified in this section for health care benefits coverage. The parties agree that should an employee voluntarily waive all coverage under the State Health Benefits Plan and provide certification to the City that he/she has other health insurance coverage; the City will waive the contribution for that employee. An employee on leave without pay who receives benefits under the State Health Benefits Plan shall be required to pay the requisite contribution, and shall be billed by the employer for these contributions. Healthcare benefits coverage will cease if the employee fails to make timely payments.

3. The City reserves the right to self-insure or change insurance companies in providing health benefits agreed to hereunder as long as the benefits set forth in this Agreement, and presently in effect, are in the aggregate substantially equivalent. The Union will be notified by the City in advance regarding such changes.

B. Optical Plan:

The City 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.

C. Retiree Health Benefits:

The City shall provide post-retirement health benefits to full time employees and their dependents in accordance with the provisions of the New Jersey State Health Benefits Plan. The employees shall make such contribution to this plan at the Tier 4 level under P.L. 2011, Chapter 78, except for retirees that were exempted from contributions pursuant to applicable law. Said benefits shall be provided:

1. To all current employees who retire with 25 years or more of service credit with the City and who have reached 55 years of age;

a. Current employees as of December 31, 2020 who will have 25 years in the New Jersey pension plan and at least 5 years of service with the City will be grandfathered such that they are eligible for health benefits at age 55 as if they had 25 years of service with the City; and

b. Upon the death of these employees that retire with 25 years or more of service credit with the City, the surviving spouse and dependent children under the age of twenty-six (26) shall be entitled to continued coverage under the New Jersey State Health Benefits Plan with the City continuing to pay its same share of premiums and the surviving spouse and dependent children under the age of twenty-six (26) contributing to insurance premiums as required by law. The coverage shall cease if: (1) the spouse dies; (2) the spouse remarries; or (3) the spouse reaches the age of 65.

2. New hires after December 31, 2020 who retire with 30 years or more of service credit with the City and who have reached Medicare eligibility age; and

3. To employees who retire on Social Security Disability for a period of two (2) years from the date their Social Security Disability retirement commences, until they are eligible for Medicare. The City will pay Medicare Part B payments for these employees when they become eligible for Medicare; and

4. To all employees who retire on or after age 62 with fifteen (15) or more years of service with the City and were hired prior to July 1, 2005; and

5. To all current employees as of December 31, 2020 on or after age 65 with fifteen (15) or more years of service with the City and were hired after July 1, 2005.

The City reserves the right to self-insure or change insurance companies in providing health benefits agreed to hereunder as long as the benefits set forth in this Agreement, and presently in effect, are in the aggregate substantially equivalent. The Union will be notified by the City in advance regarding such changes.

D. Hospital and Medical - Spouses and Eligible Dependents of Deceased Employees:

For employees hired prior to December 31, 2020, the City shall pay the cost of medical and hospital insurance under the New Jersey for the surviving spouses and eligible dependents of deceased employees who die while employed by the City. Surviving spouses and eligible dependents of deceased employees shall contribute to insurance premiums as required by law. This coverage shall cease if: (1) the spouse dies; (2) the spouse remarries; (3) the spouse reaches the age of 65; or (4) the spouse's employer offers insurance coverage.

E. The City and the Union agree to implement the New Jersey State Disability Plan, if all other eligible City employees agree to be so covered.

F. The parties agree that if the State's new healthcare plans for State employees represented by AFSCME and the Communication Workers of America become available to municipalities participating in the New Jersey State Health Benefits Plan, that they will meet to discuss and negotiate possible use of these plan options.

G. When employee contributions are negotiated for successor agreements, the starting point for the parties' proposals to increase, decrease, or otherwise modify the contributions will be the present level of contributions, except where negotiations in section (F) occurs over newly available plans under the New Jersey State Health Benefits Plan.

ARTICLE XIII

AUTOMOBILE ALLOWANCE

A. Monthly Allowance:

Visiting (Field) Nurses and Health (Field) Inspectors authorized to use their own automobiles on a monthly basis shall receive the sum of three hundred dollars (\$300.00) per month as an automobile allowance. There will be no deductions for sick days, personal days, or vacation days. Only when said employee is on leave without pay will automobile allowance be deducted at the rate of \$7.50 per day.

B. Daily Allowance:

Nurse and Sanitary Inspectors who make house visits when required to be "on call" Saturdays, Sundays, and Holidays, shall receive an additional automobile allowance of \$7.50 for each such day.

C. Mileage Allowance:

Employees who are authorized to use their own automobile on a mileage basis shall receive the current rate per mile for travel which presently is 50.5 cents per mile.

D. Travel Outside of Paterson:

Employees authorized to use their own automobile outside the City of Paterson shall have the option of receiving the daily allowance or the mileage allowance.

ARTICLE XIV

UNIFORM ALLOWANCE

A. All full and part time employees having patient contact, laboratory employees and environmental health employees shall receive a five hundred dollars (\$500.00) per year uniform allowance in accordance with the policies of the department.

B. The required uniform and all protective clothing and equipment must be utilized at all appropriate times or the employee will be subject to immediate suspension and further disciplinary action.

ARTICLE XV

WORKERS COMPENSATION

A. 1. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay or a period of up to six (6) months. In the event an employee is granted said injury leave, the City's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability, or other payments received from other sources provided by the City. At the City's option, the employee shall either surrender and deliver his entire salary payments or the City shall pay the difference.

2. If an employee returns to work from injury leave for less than six (6) months, he may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than six (6) months.

3. When an employee returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to six (6) months if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.

B. 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 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 City prior to reimbursing the City for such advanced time, the employee shall be required to reimburse the City for such advanced time.

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

D. It is understood that the employee must file an injury report with the City Administrator so that the City may file the appropriate Worker's Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

E. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the City may reasonably require the employee to present such certificate from time to time.

F. If the City does not accept the certificate of the physician designated by the insurance carrier, the City shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the City.

G. In the event the City appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee disputes the determination of the City appointed physician. Then the City and the employee shall mutually agree upon a third physician who shall examine the employee. The cost of the third physician shall be borne equally by the City and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

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

ARTICLE XVI

WAGES

A. 1. Effective retroactive to July 1, 2019, there shall be an across-the-board wage increase of 2.0% for each employee, with the following exception: (a) Employees with a base salary of \$30,000 or less will receive a \$1,000 increase instead of the 2.0%. The minimum salary shall be increased to \$31,000.

2. Effective retroactive to July 1, 2020, there shall be an across-the-board wage increase of 2.0% for each employee, with the following exception: (a) Employees with a base salary of \$31,000 or less will receive a \$1,000 increase instead of the 2.0%. The minimum salary shall be increased to \$32,000.

3. Effective retroactive to January 1, 2021, there shall be an across-the-board wage increase of 2.0% for each employee, with the following exception: (a) Employees with a base salary of \$32,000 or less will receive a \$1,000 increase instead of the 2.0%. The minimum salary shall be increased to \$33,000.

4. Effective retroactive to January 1, 2022, there shall be an across-the-board wage increase of 2.0% for each employee, with the following exception: (a) Employees with a base salary of \$33,000 or less will receive a \$1,000 increase instead of the 2.0%. The minimum salary shall be increased to \$34,000.

5. Effective January 1, 2023, there shall be an across- the-board wage increase of 2.0% for each employee, with the following exception: (a) Employees with a base salary of \$34,000 or less will receive a \$1,000 increase instead of the 2.0%. The minimum salary shall be increased to \$35,000.

6. The retroactive increases will also apply to any overtime, longevity and shift differential for those years.

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

8. A bargaining unit member eligible pursuant to paragraph 7 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.

B. 1. The City shall have the discretion based upon experience, market conditions, etc., to start an employee between the minimum salary and the base salary of the employee's position that was vacated or the highest base salary for that position, whichever is applicable.

2. Upon promotion of an employee, a minimum increase of \$1,500.00 will be given. This increase shall only be paid when the employee receives a promotion that does not come with a corresponding increase of at least \$1,500.00 in the base salary.

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

ARTICLE XVII

DUES

A. Dues Deductions:

The employees represented in this bargaining unit may not request payroll deductions or the payment deductions or the payment of dues to any labor organizations other than the duly certificated majority representative pursuant to N.J.S.A. 52:14-15.9e. The City shall withhold dues from each Union members' pay in an amount authorized by the Union. The amounts to be deducted shall be certified to the City by AFSCME New Jersey Council 63, and the aggregate deductions of all employees shall be remitted together with an itemized statement to AFSCME New Jersey Council 63 monthly. Dues shall not be withheld from employees who are not members of the Union. The Union will deliver to the City a request for payroll deduction signed by each Union member or any non-member who voluntarily requests to pay dues. Any new employee who becomes a new member of the Union will have a dues deduction card sent to the City by the Union.

B. Any written designation by an employee covered by this Agreement to revoke authorization for dues deductions must be received in writing by the City and the Union, and will be handled in accordance with N.J.S.A. 52:14-15.9e and the Workplace Democracy Enhancement Act.

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

D. The City shall remit the amounts deducted to the Union monthly, on or before the 15th of the month following the month in which such deductions are made.

E. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.6 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 the membership is not so available, the City shall immediately cease making said deductions.

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

G. 1. The City agrees to deduct from the wages of all bargaining unit members a deduction for the Public Employees Organizing for Political and Legislative Equality ("P.E.O.P.L.E.") as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the City and the Union. The City agrees to remit any deductions made pursuant to this provision promptly to the Union, together with an itemized

statement showing the name of each employee from whose pay such deduction had been made, and the amount deducted during the period covered by the remittance.

2. The Union agrees to indemnify and save the City harmless against any and all claims, demands, suit or other forms of liability that arise out of, or by reason of action taken by the City, in reliance upon dues deduction and/or P.E.O.P.L.E. authorization information furnished by the Union or its representatives or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union advising of any changes in such deductions.

ARTICLE XVIII

GENERAL PROVISIONS

A. Copies of all disciplinary actions shall be forwarded to the Union simultaneously with service on the employee.

B. Any correspondence, memoranda, etc. involving working conditions to be distributed by the City to bargaining unit members shall first be forwarded to the Union.

C. The Union shall be granted up to a maximum of six (6) days annually (a maximum of three [3] days for a maximum of two [2] employees to attend the Delegate Assembly).

D. A maximum of six (6) days annually in the aggregate shall be granted for the National Convention and/or the State Convention.

E. If possible, the City will post vacancies in prominent locations for up to thirty (30) days.

F. Out of Title Pay:

Effective upon the signing of this Agreement, employees designated by their supervisor and verified by their Department Head to perform duties in a higher title will be compensated as follows: For the first five (5) working days in the higher title, there will be no additional compensation. From the 6th working day to the 20th working day, the employee will be compensated \$1,500 (pro-rated), or 20% of the difference in wage rates between the two positions (pro-rated), whichever is greater, in addition to his/her regular pay. Beginning with the 21st working day in the

higher title, the employee will be compensated at the rate of pay of the higher title.

G. Non-Discrimination:

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

H. Surrender of Property:

The City will make reasonable efforts to have the union president or her/his designee present when a bargaining unit member is required to surrender City property. The parties agree that instances may arise where it is not feasible or not possible to have the union president or her/his designee present when a bargaining unit member is required to surrender City property. An itemized list of all property returned shall be prepared and signed by both the employee and a City representative. Not having the union president or his/her designee present when a bargaining unit

member is required to surrender City property shall not be grounds for a grievance or an unfair labor practice charge.

I. Workplace Enhancement Democracy Act:

The parties agree to comply with the requirements of the Workplace Democracy Enhancement Act, N.J.S.A. 34:13A-5.11 et seq.

J. Tuition Reimbursement:

The tuition reimbursement plan of the City is designed to assist an employee in securing further education or training which, in the judgment of the City, will make a direct contribution to the employee's job. Such direct contribution means that there must be a definite technical or professional relationship between the course and the present job responsibilities of the employee as determined by the City. The following conditions must be met for tuition reimbursement:

1. The employee seeking approval for a course must be employed by the City of Paterson for at least one (1) year prior to consideration for tuition reimbursement.

2. The course which the employee seeks to take must be directly related to the employee's present job or must be a course which will prepare the employee for future opportunities within the employee's department.

3. Approval for a course must be made prior to enrollment.

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) 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 XIX

SAVINGS CLAUSE

A. In the event that any provision of this Agreement shall at any time be declared invalid by legislative act or any court of competent jurisdiction, or through governmental regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

B. The parties further agree to negotiate a substitute for the invalidated portion to the extent the matter is subject to negotiations.

C. If in any case this Agreement is in conflict with New Jersey Civil Service Commission regulations, the New Jersey Civil Service Commission regulations will prevail.

ARTICLE XX


DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2019 except where otherwise provided, and shall remain in full force and effect until December 31, 2023. This Agreement shall remain in full force and effect during the period of negotiation. 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 negotiation.

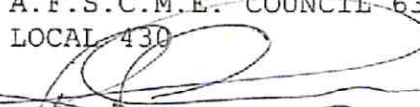
IN WITNESS THEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2023.

CITY OF PATERSON

A.F.S.C.M.E. COUNCIL 63,
LOCAL 430



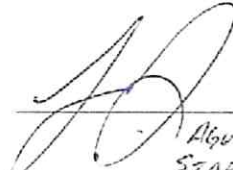
MAYOR



Robert Sash President.



BUSINESS ADMINISTRATOR



Augustin Sanchez
STAFF REPRESENTATIVE
AFSCME NJ C. 63



CITY CLERK



DIRECTOR OF PERSONNEL

Resolution of the City of Paterson, N.J.

No. 17 Res. # 22:441 Date of Adoption JULY 19, 2022

Division

Factual Contents Certified By

TITLE: **RESOLUTION APPROVING
A NEW AGREEMENT WITH AFSCME 430 –
HEALTH**

Matthew M. Long 7/13/22
Title Date

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

[Signature] 7/13/22
CORPORATION COUNSEL Date

COUNCILPERSON MARITZA DAVILA Introducing the Following Resolution:

WHEREAS, the Collective Bargaining Agreement between the City of Paterson and Local 430, AFSCME New Jersey Council 63, AFL-CIO expired on June 30, 2019; and

WHEREAS, the attached Memorandum of Agreement was recently signed by representatives of the said Union for the contract period July 1, 2019 to December 31, 2022; and

WHEREAS, it is the recommendation of the Administration that the attached Memorandum of Agreement be approved for incorporation into a new Collective Bargaining Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF PATERSON that the attached Memorandum of Agreement entered into by the City of Paterson and Local 430, AFSCME New Jersey Council 63, AFL-CIO be and is hereby approved to be incorporated into a new Collective Bargaining Agreement for the period from July 1, 2019 through December 31, 2022; and

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

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

STATEMENT OF PURPOSE

The purpose of this Resolution is to authorize a Memorandum of Agreement between the City of Paterson and the City of Paterson and Local 430, AFSCME New Jersey Council 63, AFL-CIO to be incorporated into a new Collective Bargaining Agreement for the period from July 1, 2019 through December 31, 2022.

Z:\documents\UNION CONTRACTS\PLD-Resolution MOA-Library Union.BD.04.28.22.docx

SECONDED BY COUNCILPERSON RUBY N. COTTON/DR. LILISA MIMMS/LUIS VELEZ

Do Not Use Space Below This Line

RECORD OF COUNCIL VOTE ON FINAL PASSAGE	AYE	NAY	ABSTAIN	ABSENT
1. ABDELAZIZ, ALAA "AL"	X			
2. COTTON, RUBY N.	X			
3. DAVILA, MARITZA	X			
4. JACKSON, MICHAEL	X			
5. KHALIQUE, SHAHIN	X			
6. MENDEZ, ALEX	X			
7. MIMMS, LILISA	X			
8. UDDIN, MD FORID	X			
9. VELEZ, LUIS	X			

Adopted at a meeting of the Municipal Council of the City of Paterson, N.J., July 19, 2022

[Signature] Council President *[Signature]* City Clerk
SHAHIN KHALIQUE SONIA L. GORDON

Form 1 This Resolution when adopted must remain in the custody of the City Clerk. Certified copies are available.