

AGREEMENT

Between

CITY OF NEWARK

And

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES AFL-CIO,
LOCAL 2297**

(MECHANICS)

January 1, 2019 through December 31, 2022

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PREAMBLE

This Agreement made and entered into this first day of January 2019, by and between the City of Newark, New Jersey, in the County of Essex, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "City") and Local 2297, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (MECHANICS), (hereinafter referred to as the "Union") represents the complete and final understanding of all bargainable issues between the City and the Union and is designated to maintain and promote a harmonious relationship between the City and each of its employees who are covered by Article I Recognition, in order that more efficient and progressive public service may be rendered.

ARTICLE I**RECOGNITION**

In accordance with the "Certification of Representation" of the Public Employment Relations Commission dated October 18, 1991, (Docket No. RO-92-10), the City agrees with the Union's proposal to change the name to AFSCME NJ, Council 63, Local 2297, American Federation of State County and Municipal Employees AFL-CIO (Supervisors and Mechanics) agents for all employees covered under the aforementioned Certification and more specifically enumerated by job titles in Appendix A.

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. To the executive management and administrative control of the City Government and its properties and facilities, and the activities of its employees.

2. To hire all employees and subject to the provisions of the law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees.

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to the law.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policies, rules, and regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and the United States.

C. Nothing herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40, and R.S. 11 or any other federal, state, county or local laws or ordinances.

ARTICLE III

SENIORITY

A. Seniority is defined as length of service of an employee commencing with his/her latest date of hire.

B. In conformance with CIVIL SERVICE and other applicable regulations, and whenever possible and practicable, employees with greatest seniority will be given preference in layoffs, recalls and vacation schedules.

ARTICLE IV

GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be constructed as limiting the right of any employee having a grievance to discuss said grievance with a member of the supervisory staff and having the grievance adjusted without the intervention of the Union.

B. DEFINITION

The term "grievance" as used herein any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Union or the city.

C. STEPS OF GRIEVANCE PROCEDURE:

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement: The union may proceed through each step of this procedure even without a written response from any City official through Step Five, Arbitration. Any step of the grievance procedure may be waived by mutual consent.

STEP ONE (1)

a. An aggrieved employee shall institute action under the provisions hereof within ten (10) working days of the occurrence of the grievance and an earnest effort shall be made to settle the difference between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

b. The Supervisor shall render a decision within five (5) working days after receipt of the grievance.

STEP TWO (2)

a. In the event a satisfactory settlement has not been reached the employee shall, in writing and signed, file his complaint with the Division Head (or his/her representative) within five (5) working days following the determination by the Supervisor.

The Division Head or his/her representative shall render a decision in writing within five (5) working days from the receipt of the complaint.

STEP THREE (3)

a. In the event the grievance has not been resolved at Step Two (2), then within five (5) working days following the determination of the Division Head, or within five (5) working days following the time allotted for such determination, the matter may be submitted to the Director of the Department.

b. The Director of the Department, or his/her representative shall review the matter and make a determination within five (5) working days from the receipt of the complaint.

STEP FOUR (4)

a. In the event the grievance has not been resolved at Step Three (3), then within five (5) working days following the determination of the Director of the Department, the matter may be submitted to the Business Administrator.

b. The Business Administrator or his/her representative shall review the matter and make a determination within five (5) working days from his/her receipt of the complaint.

STEP FIVE (5)—Arbitration

a. Should the aggrieved person be dissatisfied with the decision of the Business Administrator, the Union may within Ten (10) working days request arbitration. The arbitrator shall be chosen in accordance with the Rules of the Public Employment Relations Commission.

b. However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Business Administrator. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The Union shall pay whatever costs may have been incurred in processing the case to arbitration.

c. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts involved in the grievance as presented to him/her in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

d. The cost for the services of the arbitrator shall be borne equally between the City and the Union. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

e. The arbitrator shall set forth his/her finding of facts and reasons for making the award which shall be binding on the parties, within thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.

D. CITY GRIEVANCES

Grievances initiated by the City shall be filed directly with the Union within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall

be held within ten (10) calendar days after filing a grievance between the representative of the City and the Union in an earnest effort to adjust the difference between the parties. In the event no such adjustment has been satisfactorily made, either party may file for arbitration in accordance with Step Five above.

ARTICLE V**UNION REPRESENTATIVES**

A. Accredited representatives of the Union may enter the City facilities or premises for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Union desires to have such a representative enter the City's facilities or premises, it will request such permission from the appropriate City representative. Permission will not be unreasonably withheld, provided there should be no interference with the normal business of City government. There shall be no Union meetings on city time. Union meetings on City time. Union meetings may be held on City property provided such facilities are available and further provided that permission is secured in advance from the appropriate department head.

ARTICLE VI

WORK WEEK

A. The normal work week for the employee shall consist of forty (40) hours per week, eight (8) hours per day, five (5) days. However, the present work week schedule for each service shall remain in effect.

A five-day notice will be given to affected employees for any changes in work hours.

B. Insofar as possible, employees who are scheduled to report for work and who present themselves for work as schedule shall be assigned work on the job for which they were scheduled, except when there are emergencies which require services to be maintained.

Employees who are required to work as a part of a group or detail shall report to their assigned locations on time. If the employee reports in late and his/her assigned group or detail has departed for an assignment, or his place was assigned to another employee because of his lateness, the employee shall be sent home for this day without any compensation.

C. An employee called for emergency duty after he has left the premises will receive a minimum of four (4) hours work at the rate of time and one half. In the event such time work is contiguous with this regular shift, he/she shall receive the time and one half rate only for those hours outside of the regular shift.

D. Mechanics or persons acting in such capacities may, in addition to their regular work week, be assigned to standby status either for an entire week or weekend at a time. Qualified volunteers will be accepted on a rotating basis. In the event no such qualified volunteer is available, the City may assign an individual to standby status. Involuntary

assignments will be made following the rule that the individual with the lowest classification seniority will be assigned first and thereafter assignments will rotate according to seniority. The hours and compensation for such standby status will be as follows:

1. Weekly standby hours shall consist of all hours outside the employee's regular work schedule including Saturdays and Sundays and shall be compensated for at the rate of straight time in the amount of twelve (12) hours.

2. Weekend standby time shall commence at the close of the regular work day on Friday (on or about 5:00 P.M.) and be concluded at the beginning of the regular work day on the following Monday (on or about 8:00 A.M) and shall be compensated for on the basis of six (6) hours at straight time.

3. In addition to the foregoing compensation, whenever an employee on standby is required to actually work he shall work for a maximum of four (4) hours in a single day at straight time. Any time worked beyond such four (4) hours in a single day shall be compensated for at the rate of time and one-half.

4. Employees who are on standby status shall be available to report for duty within one (1) hour of notification to the address or telephone number recorded at the location of the job assignment. Failure to report within the (1) one hour limitation shall result in the loss of standby pay for that particular assignment. If, during the period of standby assignment, an emergency arises which will prevent the assigned employee from being available for an emergency call, he/she shall be responsible to notify his supervisor so that arrangements may be made for substitution.

ARTICLE VII

OVERTIME

A. **Definition of Overtime:** Authorized work performed in excess of the assigned normal daily working hours for each class of position shall be considered overtime. Overtime shall be distributed as equitable as possible and all employees may be required to work a reasonable amount of overtime. The provisions of this Article shall apply to such overtime which has been properly directed and authorized in advance by the appropriate department head or his/her designee. Overtime compensation shall be at straight time up to the 40th hour worked in each week. Overtime compensation at time-and-a-half (1.5) shall be calculated on all overtime hours after the first 40 hours. Paid time off (i.e. sick (with appropriate medical documentation), Vacation Holiday, Compensatory time, etc.) shall count toward the 40-hours worked in each week.

B. **Compensatory Time Off or Cash Payment for overtime**

1. Effective January 1, 1985, overtime pay shall start only after completion of forty (40) hours per work week (Holiday, vacation and sick time, with Doctor's slip, shall be calculated as hours worked).

2. Overtime worked by employees engaged in around-the-clock seven (7) day per week operations will be compensated in cash in the event the City is unable to schedule the employees for compensatory time off prior to the end of the calendar year.

3. Employees shall have the opportunity of requesting particular days off. Such requests shall be made five (5) working days in advance and shall be subject to the approval of the Division Head.

4. Approval of the Division Head shall not be unreasonably withheld. Reasonable attempts shall be made to provide the employee with the opportunity to utilize compensatory days within the calendar year in which they were earned.

C. Employees who are required to work on a holiday shall be compensated in cash on the following basis:

1. Employees who are regularly scheduled to work on a holiday who have worked less than forty (40) hours in that work week shall receive straight time for the holidays as such and straight time for all work on the holiday. Those employees who have worked forty (40) or more hours in that work week exclusive of holidays shall receive straight time for the holiday as such and time and one-half for all time worked on the holiday. Employees shall have worked the day prior to and the day after the holiday in order to receive holiday pay.

2. Employees who are required to work on a holiday on an emergency basis shall be compensated for such work pursuant to the following schedule:

a. Those employees who have worked less than forty (40) hours in that work week exclusive of the holiday shall receive straight time pay for the holiday as such plus time and one half for all time worked on the holiday.

b. Those employees who have worked over forty (40) hours in that work week exclusive of the holiday shall receive straight time pay for the holiday as such, plus double time (2 times) for all the time worked on the holiday.

3. Effective at the full execution of the contract, the four Master Mechanics shall be entitled to receive change of rate from the first day a Mechanic must assume the job duties of an absent Supervising Mechanic at the rate of the next highest step of the scale in the salary range of Supervising Mechanics.

ARTICLE VIII
COMPENSATION

Salary step progression will be eliminated effective December 31, 2022.

The following sections shall be changed as follows:

Section A:1:

Effective January 1, 2019, the 2018 base salary of all employees shall be increased by 2%.

Effective January 1, 2020, the 2019 base salary of all current, active employees shall be increased by 2.5%.

Effective January 1, 2021, the 2020 base salary of all current, active employees shall be increase by 2%.

Effective January 1, 2022, the 2021 base salary of all current, active employees shall be increase by 2%.

Upon expiration of the contract, no base salary adjustments or increases to the base will be made until a successor Agreement is reached.

The City agrees to eliminate the foot note defining "Eligible Employees".

The City recognizes the importance of distributing the funds as soon as possible but cannot commit to the 30 day deadline proposed by the union, but we will process all transactions as soon as possible.

ARTICLE IX**HOLIDAYS**

1. Paid holidays shall be granted to all employees subject to this Agreement in accordance with the schedule ordained by the Municipal Council to be effective commencing January of each year.
2. Each employee shall work the day before the holiday and the day after the holiday or be in pay status to receive pay for said holiday.
3. When a City of Newark recognized holiday falls on an employees' regularly scheduled day off, the employee shall be given an alternative "day off" to be used within that pay period as determined by the department.

ARTICLE X
VACATION LEAVE

A. Annual vacation leave with pay shall be earned according to New Jersey State Department of Civil Service Rules and Regulations and as provided in Section 2:14-5, Title 2 of the Revised Ordinances of the City of Newark, New Jersey, 1966, as follows:

1. Effective January 1, 1982, every permanent or continuously employed temporary employee in the classified service of the City shall be granted the following annual vacation leave with pay in and for each calendar year:

Up to one year of service, one working day vacation for each month of service:

Twelve (12) working days vacation thereafter up to ten (10) years of service;

Fifteen (15) working days vacation after the completion of ten (10) years and up to (20) years of service;

Twenty (20) working days vacation after the completion of (20) years of service and thereafter.

2. Effective January 1, 1985, each permanent and continuously temporary employee as defined above shall be granted the following annual vacation leave with pay in and for each calendar year.

Up to one year of service, one working day vacation for each month of service;

After one year and up to the completion of nine (9) years of employment, twelve (12) working days vacation;

After the completion of (9) years and up to nineteen (19) years of employment, sixteen (16) working days vacation;

After the completion of nineteen (19) years and up to twenty five years of employment, twenty-one (21) working days vacation;

After the completion of twenty-five (25) years of employment and thereafter, twenty-three (23) working days vacation.

- B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by City unless the City, after final determination by the Director or the Department, determines that it cannot be taken because of pressure of the City's business. Any unused vacation may with approval of the Director be carried forward into the next succeeding year only.
- C. An employee who is resting or who has been otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the proceeding calendar year.
- D. Whenever a permanent employee dies having to his/her credit any annual vacation leave, there shall be calculated and paid to his/her salary rate at the time of his death.

ARTICLE XI

HEALTH AND DEATH BENEFIT

Employees and their eligible dependents are provided medical, dental and prescription coverage. Effective August 1, 2017, the medical benefits will be provided by the State Health Benefits Program (“SHBP”). Rules governing the operation and administration of the SHBP are promulgated by statute, specifically Title 17, Chapter 9 of the New Jersey Administrative Code P.L. 1961 c. 49 (N.J.S.A. 52:14-17.25). SHBP may change benefits and/or benefit levels currently offered and the City has no input in or control over SHBP. Health benefits, at retirement, shall match coverage, co-pays and deductibles of the SHBP. Any employee with regularly scheduled hours below the threshold required by the Affordable Care Act will no longer be covered by employee health benefits.

Effective January 1, 2022 or as soon thereafter as possible, add a \$25.00 co-pay for preferred brand name formulary prescription drugs for active employees and retirees.

A. DENTAL PLAN

The employee will be eligible for his choice of:

1. Horizon Dental Choice Plan E (no benefits provided if utilizing the services of an out-of-network provider); OR
2. Horizon Dental Option Plan(Open Panel 80/20 plan); OR
3. Group Dental Health Administration (no benefits provided if utilizing the services of an out-of-network provider; this plan is available only to currently enrolled subscribers- no new enrollments will be accepted)

B. PRESCRIPTION PLAN

The employee and their eligible dependents will be eligible for a Prescription Drug Plan. Effective January 1, 2017, the City will create a formulary for Prescription

coverage and increase the cost for brand name drugs. Including, but not limited to
Retail Prescription Drugs:

Tier 1: Generic Drugs or Supply (\$5)

Tier 2: Preferred Brand Drugs or Supply (\$15), and

Tier 3: Non-Preferred Brand Drugs or Supply (\$25).

Mail Order Prescription Drugs: Generic Drug and Supply (0),

Preferred Brand Name Drug or Supply (\$5), and

Non-Preferred Brand name Drug or Supply (\$10).

Effective January 1, 2022, or as soon thereafter as possible, add a \$25.00 co-pay for preferred brand name formulary prescription drugs for active employees and retirees.

- C. An employee represented by this collective bargaining unit who is eligible for dependent coverage under any medical, dental or prescription drug benefit plan sponsored by the City of Newark shall be entitled only to such dependent coverage for said plan and shall not be entitled to coverage as a subscriber to said health plan provided under this agreement except where more than one family member is represented by this Agreement, the subscriber shall be the employee family-member with the earliest date of birth.

There is a voluntary incentive cash waiver program (Annual payment = 10% of the employee's share of the premium for each year that he or she waives coverage). Proof of alternate coverage shall be required. In the event of divorce, or loss of alternate coverage the employee who voluntarily waives his/her coverage will be allowed to re-enroll in the benefit plans effective the first day of the following month as currently administered and shall receive a pro-rata share of their employee premium for the remainder of that calendar year.

- D. Effective January 1, 2007, all active employees will make a (*non-refundable*) ten dollar (\$10.00) per month contribution toward their retiree health benefits.

E. RETIREE BENEFITS

Eligible Retirees and their eligible dependents and eligible civil union partner will be entitled to lifetime health insurance coverage until their date of the retiree's death as indicated below.

Effective June 1, 2008:

- All Medicare (Parts A and B) eligible retirees and their eligible dependents (legal spouse or eligible Civil Union partner) will be ineligible for the City's traditional retiree health plan offered by Horizon Blue Cross Blue Shield of New Jersey (hospitalization/med-surgical).
- All Medicare (Parts A and B) eligible/enrolled retirees and their eligible/enrolled spouse or Civil Union partners who are entitled to City funded retiree health benefits will be entitled to enroll in the contracted carrier provided Medicare retiree plan. The City agrees to assume the full employer billed cost of the carrier provided Medicare retiree plan for the eligibly enrolled population.
- The City will no longer provide a separate Medicare supplemental retiree health insurance plan for Medicare eligible retirees or their Medicare eligible dependents. The carrier provided Medicare retiree plan will be the sole employer sponsored retiree health benefit plan for all Medicare eligible retirees and their eligible spouse/Civil Union partners.
- The enrollment under the carrier provided Medicare retiree plan will be based on single member enrollment. Therefore, the eligible retiree and eligible spouse/Civil Union partner will be provided with separate enrollment under the carrier provided Medicare retiree plan.

- All confirmed Medicare ineligible (based on notification from Medicare indicating Part A benefit is not “premium free”) retirees and their spouse/Civil Union partner will be entitled to the traditional retiree health plan noted in their union contract or by health benefit entitlement established by ordinance.
- Eligible retiree’s entitlement under the carrier provided Medicare retiree plan will continue for the remainder of the retiree’s life.
- Medicare eligible retirees that reside outside of the 50 United States are ineligible to participate in the carrier provided Medicare retiree plan. Traditional retiree plan entitlement will continue for retirees, their spouses and eligible Civil Union partners that have permanent residence outside of the 50 United States. They will receive benefits in accordance with the contract or by health benefit entitlement established by ordinance.
- Retirees and their eligible spouse who are at least age 65 but ineligible (based on notification from Medicare) for Medicare Part A or B must submit the original notification letter they received from Medicare to the City. These retirees will be ineligible to enroll in the carrier provided Medicare retiree plan and must remain in the traditional retiree plan, receiving benefit levels in accordance with the union contract or by health benefit entitlement established by ordinance.
- Traditional retiree plan entitlement will continue for dependent children of the Medicare eligible retiree. The benefit levels will be provided in accordance with the contract or by health benefit entitlement established by ordinance.
- Uninterrupted member enrollment in the carrier provided Medicare retiree plan is contingent upon timely Part A/B premium payments to Medicare which are made by the Medicare eligible retiree and spouse.

- If reenrollment in the carrier provided Medicare plan is required, the enrollment will be subject to the established enrollment periods provided for the City subscribers and their eligible dependents.
- The City will provide eligible retirees and their eligible dependents or eligible Civil Union partner with a Prescription plan that requires a 20% copayment.

F. MEDICARE PART B REIMBURSEMENT

All employees and their eligible spouses and/or civil union partners who retire on or after January 1, 1998, and who have earned Medicare Part A coverage shall be reimbursed by the City at the rate of fifty percent (50%) for the purchase of Medicare Part B upon proper notification by the retirees to the City. In no case will Part B reimbursement be made for a retroactive period beyond one year from date of notice by the retiree.

G. LIFE INSURANCE

Effective January 1, 1997, Life insurance (death benefit and accidental death and dismemberment coverage) was eliminated for active employees and for those who retire on or after January 1, 1997.

- H. The City reserves the right to change insurance carriers or provide insurance on a self-insured basis during the lifetime of the Agreement so long as substantially similar benefits but no less than those presently in effect are provided. The City shall notify the Union if such change is made. In any event, there shall be no interruption of medical benefit coverage for employees covered by this Agreement.

- I. If health and medical insurance coverage, as described herein, is provided by a contract of insurance, the liability of the City shall be limited to the terms of the contract, provided the contract is in accord with the Agreement.

- J. A provisional employee shall have served a minimum of ninety (90) days of continuous service with the City of Newark to be eligible for health and medical insurance coverage in all instances.

- K. Part-time employees covered by this Agreement are not entitled to any health, medical, hospitalization, dental, life, or death benefit insurance of any kind provided by this Agreement. A Part-time employee is defined as any employee who is regularly scheduled to work twenty (20) hours per week or less or who works unscheduled work hours.

ARTICLE XII

SICK LEAVE / BEREAVEMENT

A. General

Every employee subject to this Agreement shall be entitled to be paid sick leave benefits per annum according to Rule 4A:6-1.3 et seq., of the Civil Service Rules for the State of New Jersey, revised January 19, 1988, and as defined below:

B. Service Credit for Sick Leave

1. All permanent employees or full-time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods because of death in the employee's immediate family or for the attendance of the employee upon the member of the immediate family who is seriously ill.

3. Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during this period of illness.

C. Amount of Sick Leave

1. Sick leave with pay shall be accrued to any full time employee on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

D. Reporting of absence on Sick Leave

1. If an employee is absent for reasons that entitle him/her to sick leave, his/her supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

a. Failure to so notify his/her supervisor may be cause for denial of the use of sick leave for the absence and constitute cause for disciplinary action.

b. The City may consider an absence by an employee without notice for five (5) consecutive days to constitute a resignation.

E. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness.

a. An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of chronic or recurring nature requiring absences of one day or less in which case only one certificate shall be necessary for a period of six (6) months.

b. The City may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abusive sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease a certificate from the Department of Health shall be required.

3. The City may require an employee who has been absent because of personal illness, as a condition of his return to duty to be examined, at the expense of the City by a physician designated by the City. Such physician designated by the City may consult with the employee's physician and shall establish whether the employee is capable of

performing his normal duties and that his return will not jeopardize the health of other employees.

F. Payment for Unused Sick Time at Retirement

1. Effective January 1, 1983, the City agrees to pay for unused sick time of retirement under the following formula:

0-50 days - no payment

51-150 days - 25% of its value (35% of its value effective at the signing of contract)

151-days or more- 60% of its value effective January 1, 1992, to a maximum payment of \$15,000.00 effective January 1, 1993.

G. Bereavement Leave

Effective on the first day of the month following the full execution of the contract all employees covered by this agreement shall be granted up to three (3) working days with full pay in the event of the death in the immediate family. Immediate family shall be defined as a blood relative, i.e.: Mother, Father, Sister, Brother, Child, Grandparents. Such leave shall be treated as administrative leave and not charged against the employees' leave record. Employees absent as a result of the death of an immediate family member shall submit verification of relationship. Verification shall include death certificate, mortician affidavit, or newspaper obituary. Upon the employee's return to work from said leave, he/she shall submit the official documentation of the above to the Personnel Division and to his/her Division Manager/Supervisor and same will be attached to the employee's personnel file.

H. Personal Day

Each employee covered by this agreement shall be entitled to one (1) personal day per year. Said day may not be accumulated.

ARTICLE XIII

LEAVES OF ABSENCES

- A. Employees subject to this Agreement may be granted a leave of absence in accordance with applicable Civil Service Rules for the State of New Jersey.
- B. Employee representatives shall be permitted an aggregate of six working days each calendar year to attend union conventions. (e.g., 3 employee representatives for 2 days or 2 employee representatives for 3 days each).
- C. Employees who are scheduled for Jury Duty shall contact their Department Director and Personnel Director who will make a determination concerning the needs of the City, and whether or not the City will request on behalf of such employee that they be excluded from Jury Duty. If the employee is thereafter assigned to Jury Duty, the City will grant a leave of absence with pay.
- D. Employees who are required, in connection with City business, to appear before a court or other public body on any matter involving the City shall be granted leave with pay for the period of said appearance.

ARTICLE XIV-
EMPLOYEE TRAINING

A. The City and the Union agree that training is an integral function of management and an essential requirement for all employees to promote acceptable and increased levels of competence.

B. The Union agrees that it will encourage members of the bargaining unit to maintain acceptable and increased levels of competence by:

1. Keeping abreast of changes occurring in their field, craft, trade, profession or occupation.

2. Participating in development activities in order to perform more efficiently in current and future assignments. These development activities may include on the job training and classroom training.

3. Realizing that not all training and development are directly related to their jobs and that they have a responsibility for self-development.

C. The City will plan and provide for training and development of employees to meet acceptable and increasing levels of competence.

D. The City and the Union agree to meet upon written notice of either party to consider training and development programs for employees covered by this Agreement. Such programs may include partial or full reimbursement by the City for approved courses which are completed by employees.

ARTICLE XV

EMPLOYEE PERFORMANCE

A. The Union agrees to support and cooperate with the City in improving employee performance. In furtherance thereof the Union shall encourage all employees to:

1. Be in attendance and punctual for scheduled work hours unless unavoidably prevented.
2. Give such effort to their work is consistent with the requirements thereof;
3. Avoid waste in the utilization of materials and supplies;
4. Maintain and improve levels of performance;
5. Assist in preventing accidental injury to themselves and others;
6. Cooperate in the installation of methods and technological improvements and suggest other improvements where possible;
7. Assist where possible in building good will between the City, the Union, and the public at large.

B. The Union recognized that it is the City's responsibility to determine levels of performance for employees, and to establish standards and methods to provide services to the public in the most efficient manner possible.

C. Pursuant to Civil Service Rules and Regulations standards for acceptable levels of performance may be established and employees evaluated by the City in relation to the duties and responsibilities of each job.

D. An acceptable level of an employee's performance shall be attained only if performance is adequate and acceptable in all major aspects of the job requirements. Consideration shall be given to all aspects of performance including requisite attitudes and conduct as well as production and efficiency of work. Consistently poor judgment lack of

diligence, undependability, inaccurate work, improper use of leave, and personal relationships which hamper individual or group effectiveness are representative of conduct and attitudes which may be the basis for disapproval of a salary increment or adjustment.

E. Appeals from denial of salary increment or adjustment for failure to meet acceptable levels of employee performance may be processed through the grievance procedure.

ARTICLE XVI**BULLETIN BOARDS**

Bulletin Boards shall be made available by the City at each work location for the use of the Union for the purpose of posting union announcements and other information of a non-controversial nature. The Director of the Department, or his representative may have removed from the Bulletin Boards any material which does not conform with the intent and provision of this Article.

ARTICLE XVII
DEDUCTIONS FROM SALARY

The city agrees to deduct, from the salaries of the employees subject to this agreement dues for the Union. Such deductions shall be made according to Janus v. AFSCME. Said monies together with records of any corrections shall be transmitted to the Union Office by the Fifteenth (15th) of each month following the monthly pay period in which deductions were made.

ARTICLE XVIII

REPRESENTATION FEE

1. **Purpose of Fee**

Beginning thirty (30) days after agreement on this contract, all eligible non-member employees in this unit will be required to pay the majority representative a representation fee in lieu of services rendered by the majority representative. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

2. **Amount of Fee**

Prior to the beginning of each contract year, the Union will notify the City in writing of the amount of regular membership dues initiation fees and assessments charged by the Union to its own members for that contract year, and the amount of the representation fee for that contract year. Any changes in the representation fee structure during the contract year shall be in accordance with above article II.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments available to or benefiting only, its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

3. **Deduction and Transmission of Fee**

After verification by the City that an employee must pay the representation fee, the City will deduct the fee for all eligible employees in accordance with this Article.

The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

The City shall deduct the representation fee as soon as possible after the tenth day following reentry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals reemployed in this unit from a reemployment list, for employees returning from leave without pay, and for previous employee members who become eligible for the representation fee because of nonmember status.

The City shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

4. Demand and Return System

The representation fee in lieu of dues shall be available to the Union if the procedures hereafter are maintained by the Union. The burden of proof under this system is on the Union.

The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

The employee shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union.

The union shall submit a copy of the Union review to the City. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system.

If the employee is dissatisfied with the Union's decision, he/she may appeal to a three-member board established by the Governor.

5. City Held Harmless

The Union hereby agrees that it will indemnify and hold the City harmless from any claims, actions, proceedings or judgments, brought by any employee in the negotiations unit which arise from the provisions of this Article. The City shall not be liable to the Union for any retroactive or past due representation fee for an employee who was identified by the City as excluded or confidential or in good faith was mistakenly or inadvertently omitted from deduction of the representation fee.

6. Legal requirements

Provisions in this clause are further conditioned upon all other requirements set by statute and applicable law.

7. Notifications Concerning Employees

The City agrees to provide to the Union, on a semi-annual basis, a complete up-to-date listing of all employees covered by this Contract. Such listing shall include the employee's job classification, work location, home address and membership status as it appears on the records of the City. The Union shall disclose such information only to its officials and representatives whose duties require access to such information. The City will notify all employees whose titles are listed in Appendix A of this Contract AFSCME

is the only employee organization that can represent them in matters pertaining to wages, hours of work and other terms and conditions of employment.

ARTICLE XIX

NO STRIKE AND NO LOCKOUT PLEDGE

- A. During the term of this Agreement the Union agrees on behalf of itself and each of its members that there will be no strike of any kind and the City agrees that it will not cause any lockout.
- B. The Union covenants and agrees that neither the Union nor any person acting in its behalf will cause, authorize, or support , nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from this position, or stoppage of work or abstinence in whole or in part, from the full, faithful, and proper performance of the employee's duties of employment), --work stoppage, slowdown, walkout or other job action against the City. The union agrees that such action would constitute a material breach of this Agreement.
- C. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by any Union-shall be deemed grounds for termination of employment of such employee or employees subject however, to the application of the Civil Service Law.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

ARTICLE XX

NON-DISCRIMINATION

A. There shall be no unlawful discrimination by the City or the Union against an employee on account of any protected classification under law, including race, color, religion, creed, sex, national origin, age, sexual orientation, gender, marital status, familial status, disability of handicap.

B. There shall be no discrimination, interference, restraint, or coercion by the City or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employees on behalf of the Union. The Union, its members and agents shall not discriminate against, interfere with, restrain or coerce, any employees covered under this Agreement who are not members of the Union.

ARTICLE XXI**LONGEVITY PROGRAM**

Longevity payments will be eliminated for any and all employees hired on or after 1/1/2013.

1. Longevity benefits shall be granted to all employees covered by this Agreement in accordance with the following schedule:

Beginning January 1 following the 10 th year of service	-	4%
Beginning January 1 following the 15 th year of service	-	6%
Beginning January 1 following the 20 th year of service	-	8%
Beginning January 1 following the 25 th year of service	-	10%
Beginning January 1 following the 30 th year of service	-	14%

2. Longevity Benefits shall be granted to all employees covered by this Agreement in accordance with Ordinance 6S&Fba adopted November 2, 1966.

ARTICLE XXII**EXCLUSIVITY**

Dues deduction for any employee in the bargaining unit shall be limited to AFSCME, the majority representative. Employees shall be eligible to withdraw such authorization only upon the filing of Notice of Withdrawal. Such notice shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which Notice of Withdrawal is filed, in accordance with Title 52:14-15.9e of the New Jersey Statutes, revised December 22, 1981.

ARTICLE XXIII**SEPARABILITY AND SAVINGS**

In any provisions of this Agreement or any application of this Agreement to any employee or group of employee is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provisions shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIV

MISCELLANEOUS

A. Insofar as practical and possible within the limit budgetary and space considerations, the City will provide parking facilities for employees covered by this Agreement at various work locations. In the event the City establishes a policy of charging its employees for the use of parking facilities this policy shall apply to all employees covered by this Agreement.

B It is understood by and between the parties that any provisions of this Agreement requiring municipal action to permit is implementation by amendment of law or by providing additional funds therefore shall not become effective until the appropriate municipal action has been taken.

C. The City shall provide four (4) sets of uniforms to each employee covered by this Agreement. A uniform shall consist of one shirt, one pair of pants and one jacket (choice of winter or summer jacket or shirt) each year. Additionally, the City shall provide one set of rain gear which is one jacket and one pants only.

D. Effective January 1, 2019, all employees serving in the title of Mechanic shall be entitles to a combined tool and clothing allowance in the amount of \$850 per year; and the City's practice concerning prorating of combined tool and clothing allowance shall continue;

E. Effective January 1, 2020, all employees serving in the title of Mechanic shall be entitled to a combined tool and clothing allowance in the amount of \$850 per year; and the City's practice concerning prorating of combined tool and clothing allowance shall continue.

F. Effective January 1, 2021, all employees serving in the title of Mechanic shall be entitled to a combined tool and clothing allowance in the amount of \$875 per year; and the City's practice concerning prorating of combined tool and clothing allowance shall continue.

G. Effective January 1, 2020, all employees serving in the title of Mechanic shall be entitled to a combined tool and clothing allowance in the amount of \$900 per year; and the City's practice concerning prorating of combined tool and clothing allowance shall continue.

H. Effective January 1, 2021, all Mechanics will be required to have a valid Commercial Driver's License (CDL). The City will allow the Mechanics use the City's equipment for the CDL examination.

I. Employees, covered by this agreement, shall be entitled to flexible time off (FTO) of two (2) days per calendar year for personal and/or professional development. FTO is not an accrued benefit and if employees do not use same, in the calendar year, they forfeit or lose the days. Employees will not be eligible for a payout of FTO at termination and FTO will not be unreasonably denied.

J. The City and Union agree to begin negotiations sixty to ninety (60-90) days prior to the expiration of the contract.

K. Employees, covered by this Agreement, are designated as essential personnel because the employee's presence at work is required to assist the department and/or division in meeting its operational needs.

L. Employees, covered by this Agreement, will be paid double-time for all hours worked during snow emergencies.

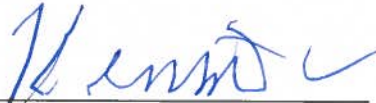
ARTICLE XXV**DURATION**

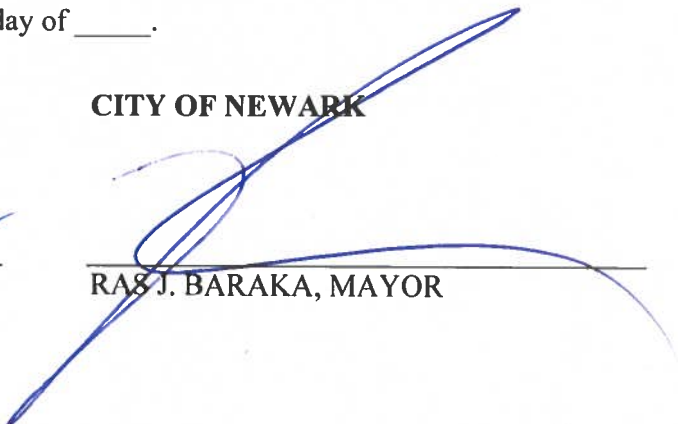
This Agreement shall be in full force and effect as of January 1, 2019, and shall be in effect to and including December 31, 2022, without any reopening date. The Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals at Newark, New Jersey on this ____ day of ____.

CITY OF NEWARK

CITY OF NEWARK


KENNETH LOUIS,
CITY CLERK


RAS J. BARAKA, MAYOR

WITNESSED:


KECIA DANIELS,
DEPUTY ADMINISTRATOR


ERIC S. PENNINGTON,
BUSINESS ADMINISTRATOR


APPROVED AS TO FORM:

AFSCME LOCAL 2297,
MECHANICS


KENYATTA STEWART,
CORPORATION COUNSEL


BY: RICKIE SIMPKINS
AFSCME COUNCIL 63




BY: YUSEF R. JORDAN,
PRESIDENT,
AFSCME LOCAL 2297