

7/rd 030205

Resolution of the City of Newark, N.J.

NO. 7RD

Date of Adoption MAR 0 2 2005

Resolution ratifying and authorizing Mayor and Business Administrator to execute Labor Agreement between City of Newark and Communications Workers of America, Local 1037, AFL-CIO, for period January 1, 2003 through December 31, 2006.

Approved as to Form and Legality on Basis of Facts Set Forth
Jaleem U. Wilson
Corporation Counsel

Factual contents certified by
Robert R. Macarone
Title

Council Member Council of the whole presents the following Resolution:

BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF NEWARK, NEW JERSEY:

1. That the Communications Workers of America, Local 1037, AFL-CIO (Attorneys) has been certified by the Public Employment Relations Commission as the majority representative for certain employees of the City of Newark, New Jersey, as that term is defined in the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq.
2. That the City of Newark has negotiated in good faith with said majority representative over terms and conditions of employment for the period covering January 1, 2003 through December 31, 2006.
3. That as a result of collective bargaining negotiations and settlement, the terms and conditions of employment for the aforementioned period have been imposed upon the parties and are incorporated into the Labor Agreement attached hereto. The agreement shall be binding upon all employees in the unit represented by said majority representative, whether or not they are members of such representative, as provided in N.J.S.A. 34:13A-5.3.
4. That the Mayor and Business Administrator of the City of Newark, New Jersey, are hereby authorized to execute the aforementioned Labor Agreement on behalf of the City of Newark, New Jersey.
5. That the executed copy of the Labor Agreement be filed with the Office of the City Clerk, and the Public Employment Relations Commission c/o Public Sector Librarian, IMLR Library - Rutgers University, Ryders Lane and Clifton Avenue, New Brunswick, New Jersey 08903 as required by N.J.S.A. 34:13A-8.2.
6. Any modifications in health benefits provisions effectuated in the above referenced contract are hereby incorporated by reference into this resolution.

STATEMENT

This resolution is authorizing the execution of a labor agreement between the City of Newark and the Communications Workers of America, Local 1037, AFL-CIO, covering January 1, 2003 through December 31, 2006.

CERTIFIED TO BE THIS
8th DAY OF MARCH, 2005

Do not use space below this line

RECORD OF COUNCIL VOTE ON FINAL PASSAGE														
Council Member	AYE	NAY	NV	AB	Council Member	AYE	NAY	NV	AB	Council Member	AYE	NAY	NV	AB
AMADOR	✓				CORCHADO	✓				TUCKER				✓
BELL	✓				CHANEYFIELD JENKINS	✓				WALKER	✓			
BRIDGEFORTH	✓				QUINTANA	✓				BRADLEY, Pres.	✓			
✓ Indicates Vote				AB - Absent				NV - Not Voting						

Adopted at a meeting of the Municipal Council of the City of Newark, N.J.,

MAR 0 2 2005

Daniel Bradley
President of the Council

Robert R. Macarone
Clerk

7RD 030205

COLLECTIVE BARGAINING AGREEMENT

between

CITY OF NEWARK, NEW JERSEY

and

COMMUNICATION WORKERS OF AMERICA, LOCAL 1037

JANUARY 1, 2003 through DECEMBER 31, 2006

PREAMBLE

This Agreement, effective this 1st day of January, 2003 entered into by and between THE CITY OF NEWARK, in THE COUNTY OF ESSEX, a Municipal Corporation of the State of New Jersey (the "City") and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO ("CWA" or the "Union"), represents the complete and final understanding on all bargaining issues between the City and the Association and is designed to maintain and promote a harmonious relationship between the City and such of its employees who are covered by Article 1, Recognition, in order that more efficient and progressive public service may be rendered.

ARTICLE 1**RECOGNITION**

In accordance with "Certification of Representation" of the Public Employment Relations Commission dated June 12, 2000 (Docket No. RO-2000-19) the City recognizes CWA as the exclusive collective negotiations agent for all regularly employed attorneys employed by the City of Newark, including assistant corporation counsels in the law department, public defenders and zoning attorneys, municipal prosecutors, but excluding managerial executives, confidential employees and supervisors within the meaning of the Act; craft employees, police employees, non-professional employees, casual employees, first assistant corporation counsel, section chiefs in the law departments, assistant corporation counsel assigned to the labor section and development department, and all other employees.

ARTICLE 2 [III]**MANAGEMENT RIGHTS**

A. The City hereby retains and reserves to itself, without limitation, all powers, authority, duties and responsibilities conferred upon and vested in it prior to the signing of the Agreement by the Law 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. Subject to the provisions of law, to hire all employees, to determine their qualifications and conditions for continued employment and to assign, promote and transfer employees.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause.

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

C. This Agreement is subject to the applicable laws of the State of New Jersey including N.J.S.A. 40A:1-1 et. seq., N.J.S.A. 11, et seq., and the Employer/Employee Relations Act; and any other national, state, county or local laws and/or ordinances,

provided nothing contained herein shall be construed as allowing the City to alter or change this Agreement. In addition, nothing contained herein shall be construed to deny or restrict the City in the exercise of its rights, responsibilities and authority as provided by law.

ARTICLE 3 [III]

SENIORITY

- A. Seniority is defined as the total length of service of an employee with the City commencing with the latest date of employment.
- B. Employees with the greatest seniority will be given preference in layoffs, recalls, whenever possible and practicable. In the event of a layoff, the union and any impacted attorney will be notified 45 days or more before the layoff. Civil Service Rules do not apply to attorneys.

ARTICLE 4 [IV]

GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the 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 herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the department supervisory staff and having the grievance adjusted without the intervention of the Union.

B. DEFINITION

The term "grievance" as used herein means 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. Other grievances or other complaints shall end at step four of this Article.

Steps 1 through 4 shall apply to both disciplinary (including written warnings, suspensions up through termination of employment) and non-disciplinary grievances. Step 5 (arbitration) shall only apply to non-disciplinary grievances. Nothing herein shall be seen to limit the Union from seeking a judicial remedy where appropriate.

C. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement subject to law and shall be followed in its entirety unless any step is waived by mutual consent of the parties. A Union representative may, at the option of the aggrieved, be present at step one and shall have the right to be present and participate at each step of the appropriate grievance procedure thereafter, especially if the grievance should lead to a suspension.

The words "render a decision" or "decisions" used below include[s] the requirement that each such decision shall be in writing, with reasons, and that a copy thereof shall be delivered to the employee and the Union or its representative.

1. STEP ONE

a. An aggrieved employee may institute action under the provisions hereof within five (5) working days of the occurrence and notice of the grievance or within five (5) working days of when the occurrence should have reasonably been known. An earnest effort shall be made to settle the differences between the aggrieved employee and his/her immediate supervisor for the purpose of resolving the matter informally.

b. Failure on the part of the aggrieved to act within five (5) working days of the occurrence shall be deemed to constitute an abandonment of the grievance.

c. The Supervisor shall render a decision within five (5) working days following his/her receipt of the grievance.

2. STEP TWO

a. In the event a satisfactory settlement has not been reached, the employee or his/her designated Union representative may, in writing and signed, file his complaint with the Division Head (or his/her representative) within five (5) working days from receipt of such decision

b. The Division Head, or his/her representative, shall review the matter and render a decision in writing within five (5) working days following his/her receipt of the complaint.

3. STEP THREE

a. In the event the grievance has not been resolved at Step Two, 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 decision the matter may be submitted to the Director of the Department or his/her representative.

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

4. STEP FOUR

a. In the event the grievance has not been resolved at Step Three, the matter may be submitted to the Business Administrator or his/her representative within five (5) working days following the receipt of the

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decision of the Director of the Department or within five (5) working days following the time allotted for such decision.

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

5. STEP FIVE

a. Should the aggrieved employee be dissatisfied with the decision of the Business Administrator or his/her representative, the Union may, within ten (10) working days from the date the Step Four decision is due or received, 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 from the date the Step Four decision is due or rendered.

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. 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, or to add new provisions to this Agreement or to any amendment or supplement thereto.

d. The costs for the services for the arbitrator shall be borne equally between the City and the Association. Any other expenses incurred,

including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

e. Employees and necessary witnesses shall have time off with pay to attend to grievances. The arbitrator shall set forth his/her findings of fact and reasons for making the award which shall be binding on the parties within thirty (30) days after conclusion of the arbitration hearing unless otherwise agreed to 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 differences between the parties. In the event no such adjustment has been satisfactorily made, either party may file the matter for arbitration in accordance with Step Five above. In the event the City elects to withdraw the matter from arbitration, the City shall pay whatever cost may have been incurred in processing the case for arbitration.

UNION REPRESENTATIVES

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 representative enter the City's facilities, or premises, it will request 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 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.

The Union shall select three employee representatives who shall be permitted to spend a reasonable amount of time in processing grievances and in conducting Union business as it pertains to the City provided there is no interference with City services.

The amount of time devoted to Union business other than the processing of grievances shall not exceed, in the aggregate, five (5) days per month.

ARTICLE 6 [VI]

WORK WEEK

Those employees covered by this Agreement who have a thirty-five (35) hour workweek shall work seven (7) hours per day exclusive of the lunch period.

Those employees covered by the Agreement who have a forty (40) hour workweek shall work eight (8) hours per day exclusive of the lunch period.

The City shall provide a 13 day notice in advance of non-emergency work schedule changes, subject to review by management.

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ARTICLE 7 (VII)

FLEX-TIME AND WEEKEND ASSIGNMENTS

Flex-time – Attorneys who staff evening meetings shall, each month, staff up to two hours of such meetings as part of their regular work week. After two hours of meetings per month, attorneys shall be permitted to take additional hours worked in night meetings, as hour per hour flex-time, to be taken at the end of the day, within a month of the time it is earned. If for operational reasons the flex-time cannot be taken within a month of the time it is earned, the flex-time will be scheduled at a time mutually convenient for the employee and management.

Weekend Assignments in the Municipal Court – The City reserves the right to staff the Municipal Court. Effective upon the full execution of this Agreement, Union attorneys shall be offered the opportunity to work on weekend assignments in the Municipal Court on a rotational basis prior to any attorney who is not employed by the City of Newark. The City shall have the right to set the rate of pay for such weekend assignments.

It is understood and agreed that the City shall fix a schedule of weekend assignments for a prospective period of at least two (2) months. This schedule shall identify those Union attorneys who wish to participate in the weekend assignments and shall set forth those specific dates that they will appear in Municipal Court to carry out their duties.

It is understood and agreed that should any Union attorney be unable to fulfill their duties on the pre-scheduled weekend assignment due to an emergent situation, the city shall have the right to utilize an attorney outside the Union to fulfill the weekend assignment duties. Such an emergent replacement shall not affect or modify the schedule previously agreed upon under this section of this Agreement.

ARTICLE 8

COMPENSATION

A. Effective January 1, 2003, all employees covered by this Agreement shall have their 2003 salaries established by increasing all 2002 salary ranges by one-half ($\frac{1}{2}$) of the increment and by adding a 2.5% adjustment to the 2002 base salary. Employees with flat salaries shall receive a 3% increase (Appendix A).

A1. Effective January 1, 2004, the 2004 salary shall be established by increasing the 2003 base salary by a 4% adjustment.

B. Effective January 1, 2005, the 2005 salary shall be established by increasing the 2004 base salary by a 3% adjustment.

C. Effective January 1, 2006, the 2006 salary shall be established by increasing the 2005 base salary by a 3% adjustment.

D. All compensation procedures, promotion increases and increment schedules shall be in accordance with the City of Newark Master Pay Grade Schedule and in accordance with the applicable City ordinances except that upon expiration of this Agreement (..i.e., 12/31/06) there shall be no automatic salary adjustment or step increases until a successor Agreement is reached.

E. 1. Longevity benefits shall be granted to all eligible employees covered by this Agreement in accordance with ordinance 6S & Fh adopted November 2, 1966, as follows

and accordance with the following schedule.

Beginning January 1, following the 4th year of service - 4%

Beginning January 1, following the 9th year of service - 6%

Beginning January 1, following the 14th year of service - 8%

Beginning January 1, following the 19th year of service - 10%

Beginning January 1, following the 24th year of service - 12%

Beginning January 1, following the 29th year of service - 14%

2. Longevity shall be based on service with the City from the date of original appointment, temporary or permanent, provided there is uninterrupted service.

Longevity credit shall be automatic.

3. There shall be no longevity service credit for the period an employee is on leave of absence without pay, when such leave was requested by the employee to take employment elsewhere.

4. The longevity credit shall be added to the employee's salary and received by the employee at the time the longevity credit becomes due and shall be considered in total with the salary for pension purposes.

5. Additional compensation of any nature, including overtime, change of rate or payment for additional assigned duties will not be considered in computing longevity payments, nor shall such longevity payments be considered in computing change of rate, or payment for additional assigned duties.

6. Any interruption of service due to a cause beyond the control of the employee, or for military service, injury or illness, shall be considered as service for the City for the purpose of determining the completion of said cumulative periods of years of service with the City.

7. Longevity payments shall be considered as above and beyond any promotion in any title of any employee during his/her term of service. Each 2% longevity credit shall be based upon permanent salary received by the employee

as of January 1, of the preceding year and the same percentage shall be paid each succeeding year until such employee reaches the next longevity step. Twelve (12) full months of service shall be considered as one (1) year for the purpose of calculating years of service.

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ARTICLE 9 [IX]

HOLIDAYS

Attorneys will continue to receive the same holidays they currently receive. 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.

ARTICLE 10 [X]**VACATION LEAVE**

Attorneys will continue to receive the vacation benefits they currently receive, to wit:

Fifteen (15) working days annual vacation leave with pay as of January 1 following the original date of employment and for every year thereafter up to the completion of nine (9) years of service;

Eighteen (18) days as of January 1 following completion of nine (9) years of service and up to the completion of nineteen (19) years of service;

Twenty-one (21) days as of January 1 following completion of nineteen (19) years of service and up to the completion of twenty-five (25) years of service; and

Twenty-three (23) days as of January 1 following completion of twenty-five (25) years of service and every year thereafter.

During the first calendar year of service, annual vacation leave shall be prorated.

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this Agreement, the subscriber shall be the employee family-member with the earliest date of birth.

C. The Blue Cross/Blue Shield Mandatory Second Surgical Opinion shall continue for each employee covered under this Agreement, and for their eligible dependents.

The Blue Cross/Blue Shield Patient Admission Review Program shall continue for each employee covered under this Agreement, and for their dependents.

D. Eligible retirees, with twenty-five (25) years of continuous service, and their eligible dependents shall be entitled to: Blue Cross Hospitalization Plan; Blue Cross 14/20 Medical Surgical and Aetna Major Medical Plan. Said coverage is to continue until such time as the retiree attains the age of sixty-five (65) and is thereby eligible for coverage under Medicare as described below.

E. Effective January 1, 2005, increase Major Medical Lifetime Maximum from \$500,000.00 to \$1,000,000.00 and Major Medical annual deductible from \$100.00 to \$250.00 for those employees who retire on or after January 1, 2005.

F. The Blue Cross Hospitalization and Medical Surgical Plans cover eligible dependents until the calendar year in which their 19th birthday occurs.

The Aetna Major Medical Plan covers eligible dependent children until the date on which the 19th birthday occurs unless both of the following conditions are met; (a) the child is wholly dependent upon the employee for support and maintenance; and (b) the child is enrolled as a full-time student in an educational institution; in which case eligible dependent children shall be covered until the date on which their 23rd birthday occurs.

All benefits conferred upon retirees as per the collective bargaining agreement shall be provided to those employees who retire with twenty-five years of aggregate service with the City of Newark.

G. Eligible retirees who have earned Medicare Part A coverage shall be reimbursed by the City 50% for the purchase of Medicare Part B upon receipt notification by the retiree to the City.

H. Eligible retirees who have not earned Medicare Part A coverage shall be provided with comparable hospitalization coverage by the City upon proper notification by the retiree to the City. Medicare Part B premiums for these same eligible retirees shall be paid by the City upon submission by the retiree to the City of his/her initial Medicare Part B bill.

I. All eligible retirees shall receive, at the City's expense, for themselves and their eligible dependents, supplemental coverage for Medicare Parts A & B and integrated Major Medical.

J. All eligible employees covered by this Agreement who are retired on an accidental disability retirement with less than twenty-five (25) years of continuous service shall receive the same health benefits as those employees who retire with twenty-five (25) years of continuous service.

K. 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.

L. All employees governed by this agreement who select HMO coverage shall pay the difference between the cost of an HMO and the City's share of the combined cost of the Blue Cross blue shield P.A.C.E. plan and the Aetna Major Medical plan, if the HMO monthly premium is higher.

M. All employees shall have served a minimum of thirty (30) days of continuous service with the City of Newark to be eligible for health and medical insurance coverage in all instances.

N. 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.

O. The City shall provide a Prescription Plan during the lifetime of this Agreement to eligible employees and their eligible dependents. The Prescription Plan shall provide for One Dollar and Fifty Cents (\$1.50) co-payment per prescription for brand name drugs.

Effective January 1, 2005, the aforementioned co-payment shall be increased from \$1.50 to \$5.00 for generic drugs and from \$5.00 to \$10.00 for brand name drugs.

Mail order prescription drugs do not have any co-pay.

P. The City agrees to provide a Dual Choice Dental Plan and the Open Panel plan for all eligible employees covered by this Agreement, and their eligible dependents. The levels of benefits shall be maintained in accordance with the current plans.

Q. Eligible retirees, with 25 years of service with the City of Newark, who retire on or after January 1, 2005 shall be entitled to receive prescription drug benefits with a co-payment of \$5.00 for generic and \$10.00 for brand name drugs. Mail order prescription drugs do not have any co-pay.

Eligible retirees, with 25 years of service with the City of Newark, who retire on or after January 1, 2005 shall be entitled to receive a Dual Choice Dental Plan and the Open Panel Plan; such coverage shall continue until such time as the retiree attains the age of seventy (70) years.

ARTICLE 12 [XII]

SICK LEAVE

A. GENERAL

Every employee covered by this Agreement shall be entitled to paid sick leave benefits per annum according to N.J.A.C. 4A:6-1.1 et seq., of the Department of Civil Service Regulations for the State of New Jersey, as periodically revised, and the applicable provisions of N.J.S.A. 11:24-A et seq.

B. SERVICE CREDIT FOR SICK LEAVE

1. All permanent employees and 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 a member of his/her immediate family who is seriously ill.

C. AMOUNT OF SICK LEAVE

1. Sick leave with pay shall accrue 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 every calendar year thereafter.

- a. An employee hired on the first (1st) day of the month through the eighth (8th) day of the month shall receive sick leave credit of one (1) day for the month. An employee hired on the ninth (9th) day of the month

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through the twenty-third (23rd) day of the month shall receive a one-half (½) day sick leave credit for the month. An employee hired on the twenty-fourth (24th) day of the month through the last day of the month shall receive no sick leave credit for the month.

b. For the purposes of efficient sick leave scheduling and in accordance with the above schedules, an employee may be credited with sick leave (in each appropriate calendar year) prior to the leave actually being earned on the assumption that the employee will be employed for the full calendar year; however, an employee whose service is terminated or is placed on leave of absence without pay prior to the end of the calendar year shall have all non-earned used sick leave deducted from his/her last paycheck:

c. An employee whose service is terminated between the first (1st) and eighth (8th) day of the month shall not receive sick leave credit for the month. An employee whose service is terminated between the ninth (9th) and twenty-third (23rd) day of the month shall receive one-half (½) month's sick leave credit for the month. An employee whose service is terminated on the twenty-fourth (24th) day of the month and thereafter shall receive one (1) month's sick leave credit for the month.

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.

3. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment, with the exception of retirement as described below.

D. UNUSED SICK LEAVE

The City agrees to implement the following program to convert unused sick time into a cash payment for the employees covered in this Agreement at the time of their retirement.

1. For an employee who has accumulated zero (0) to fifty (50) days of unused sick time at the effective date of retirement there shall be no payment.
2. For an employee who has accumulated fifty-one (51) to one hundred and fifty (150) unused days of sick time inclusive, at the effective date of retirement there shall be a payment in the amount of twenty-five percent (25%) of the value of sick days exceeding 50 days computed on the average daily base permanent salary, exclusive of longevity, overtime, and all other compensation of the employee for the 12 months preceding the effective date of retirement.
3. For an employee who has accumulated more than one hundred and fifty (150) days of unused sick time at the effective date of retirement there shall be a payment in accordance with the existing Agreement for the first 150 days and a payment in the amount of sixty percent (60%) of the value of the remaining accumulated sick time computed on the average daily base permanent salary, exclusive of longevity, overtime, and all other compensation of the employee for the 12 months preceding the effective date of retirement up to a total maximum of fifteen thousand dollars (\$15,000.00).

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E. REPORTING OF ABSENCE ON SICK LEAVE

1. If an employee is absent for reasons that entitle him/her to sick leave, the 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 by the employee to so notify his/her supervisor may be cause of denial of the use of sick leave for that absence and may 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.

F. 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 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 a chronic or recurring 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. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to a contagious disease a certificate from the Department of Health shall be required.
3. In case of death in the immediate family, reasonable proof may be required.
4. The City may be require an employee who has been absent because of personal illness, as a condition of his/her 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/her normal duties and that his/her return will jeopardize the health of other employees.

ARTICLE 13 [XIII]

LEAVE OF ABSENCE

The leave polices currently in effect for attorneys will be incorporated into the contract.

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Article 14 {XIV}

DISABILITY LEAVE

An employee who is disabled because of occupational injury or disease shall be accorded disability leave with pay in accordance with N.J.A.C. 4:1:17.1 et. Seq., and N.J.S.A. 11:24A-4.

It is understood that the City does not participate in the state disability program. The City offers a voluntary disability income program, through which the employee pays premiums via payroll deductions. The voluntary disability income program shall be administered in accordance with the underwriting rules and regulations of the insurance carrier. The City shall not be liable for any claims under this program, as the City does not administer or fund same.

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ARTICLE 15 [XV]

PERSONAL LEAVE

Attorneys will continue to receive the personal leave they currently receive. All employees covered by this Agreement shall be entitled to one (1) personal day to be utilized with the approval of the Department Director. The personal day must be used within that calendar year, or it will be forfeited. The personal day shall be credited to an employee on the first day of each year. Any employee hired on or before August 31st of any year shall receive one personal day allowance for that year. An employee hired on September 1 or thereafter of any year shall receive no credit for that year.

ARTICLE 16 [XVI]

BULLETIN BOARDS

Bulletin Boards shall be made available by the City at each work location for the use by the Union for the purpose of posting Union announcements.

ARTICLE 17 [XVIII]

DEDUCTIONS FROM SALARY

A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Law of 1967, N.J.S.A. (R.S.) 53:14-15, 9(e) as amended. Said monies, together with records of any corrections, shall be transmitted to the Union by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the City written notice prior to the effective date of such change, and shall furnish to the City either new authorizations from its members, showing the authorized deduction for each employee, or an official notification on the letterhead of the Union, signed by the President and Secretary of the Union [Association], advising of such changed deduction.

C. The Union will provide the necessary "Check off authorization" form and the Association will secure the signature of its members on the forms and deliver the signed forms to the Director of Finance. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards submitted by the Union to the City, or in reliance upon any official notification sent to the City, on the letterhead of the Union, which is signed by the President and Secretary of the Union advising of any change in the deduction amount.

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ARTICLE 18 [XVIII]

REPRESENTATION FEE IN LIEU OF DUES

- A. All employees in the bargaining unit who are not members of the Union shall be required to pay a representation fee, in lieu of dues, for services rendered by the Union.
- B. The representation fee shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the Union to its own members, less the cost of benefits financed through the dues, fees and assessments, and available to, or benefiting only its members, with a maximum limit of eighty-five percent (85%) of the regular membership dues, fees and assessments.
- C.
 - 1. The Union shall establish and maintain a "demand and return" system which provides pro-rata returns, as required by N.J.S.A. 34:13A-5.5; and N.J.S.A. 34:13A-5.6.
 - 2. Any non-member employee who pays a representation fee to the Union in lieu of dues shall have the rights to demand and receive from the Union a return of any portion of that representation fee which represents the non-union member's pro-rata share of expenditures by the Union that are in aid of activities or causes of a partisan, political or ideological nature only incidentally related to the terms and conditions of employment of such employee or applied toward the cost of any other benefits available only to members of the Union.
 - 3. Any non-member 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. The Union shall establish and maintain such a review system and shall submit a copy of its review system to the City. The deduction of

the representation fee shall be available only if the Union establishes and maintains this review system.

D. The Union shall be entitled to the representation fee, only if membership in the Union is available to all employees in the bargaining unit on an equal basis; and, provided further, that nothing herein shall be deemed to require any employee to become a member of the Union.

E. Payment of the representation fee shall be made to the Union during the term of the collective bargaining agreement affecting such non-member employees, and during the period, if any, between successive agreements so providing.

F. 1. The employer shall deduct the representation fee from the wages or salaries of the non-member employees.

2. The Union shall provide to the employer a list of membership dues, fees and assessments charged to its own members, and the cost of any benefits financed there from which benefit only members; any change in this list must be reported to the employee within fifteen (15) days of such change.

3. The deduction process and the transmission of fees to the Union will, as nearly as is efficient and practicable for the employer, be the same as the deduction process and transmission of regular membership dues, fees and assessments to the Union.

4. Obligation to pay the representation fee shall start the thirtieth (30) day after the beginning of any employee's employment in a position included in the bargaining unit, or the tenth (10th) day after re-entry into the bargaining unit, for employees who previously served in a position included in the bargaining unit and

who continued in the employ of the employer in an excluded position, and individuals being re-employed in the bargaining unit from a re-employment list.

G. As of the date of the signing of the Agreement by both parties, the City of Newark agrees to commence agency fee deductions for the Union upon receipt of verifications from the Union that all unit members have received notice of the demand and return procedures in a manner which conforms with Boonton v. Kramer (Docket No. CI-82-32-124), and a copy of the Demand and Return system.

H. The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the City pursuant to the terms of this Article.

ARTICLE 19 [XIX]

NO STRIKE AND LOCKOUT PLEDGE

A. During the term of this Agreement the Union agrees on behalf of itself and insofar as it is legally possible on behalf of 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 on 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 an employee from his/her position, or stoppage of work or sustenance 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 an employee shall be deemed grounds for disciplinary action including termination of such employee or employees subject, however, to the application of the Department of Civil Service Regulations.

D. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain any judicial relief it may be entitled to, in law or in equity, for an injunction or damages, or both, in the event of a breach of this Article by the Union or any of its members.

ARTICLE 20 [XX]

NON DISCRIMINATION

- A. There shall be no discrimination by the City or the Union against any employee on account of race, color, creed, sex or national origin.
- 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 covered under this Agreement. The Union, its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered by this Agreement who are not members of the Union.
-

ARTICLE 21 [XXI]

SEPARABILITY AND SAVINGS

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

ARTICLE 22 [XXII]

FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were, or could have been, the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement except as stated otherwise in this contract.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.
-

ARTICLE 23 [XXIII]

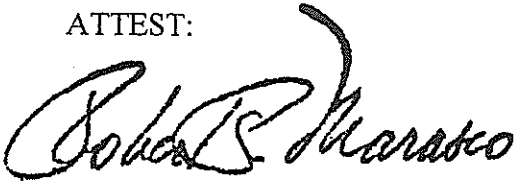
DURATION

- A. This Agreement shall be in full force and effect as of January 1, 2003 and shall remain in effect, to and including December 31, 2006.
- B. This Agreement shall continue in full force and effect from year to year therefore, unless one party or the other gives notice in writing at least ninety (90) days prior to the expiration date of this Agreement.
-

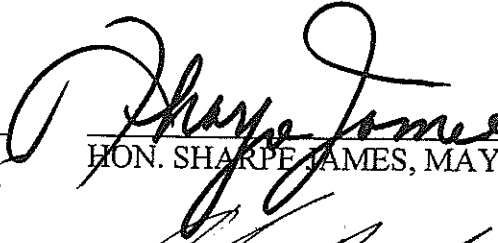
IN WITNESS WHEREOF, this Contract is hereby duly executed on this _____ day of _____ 2005.

ATTEST:

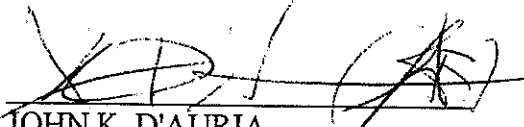
CITY OF NEWARK



ROBERT P. MARASCO,
CITY CLERK 4/20/05



HON. SHARPE JAMES, MAYOR



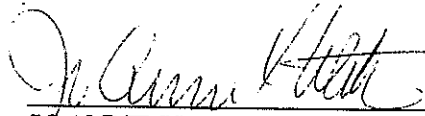
JOHN K. D'AURIA
PERSONNEL DIRECTOR



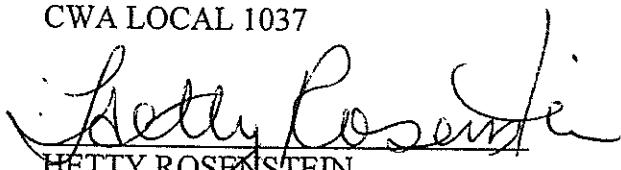
RICHARD A. MONTEILH
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

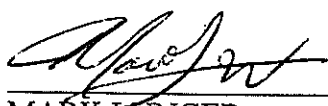
CWA LOCAL 1037



JOANNE Y. WATSON
CORPORATION COUNSEL



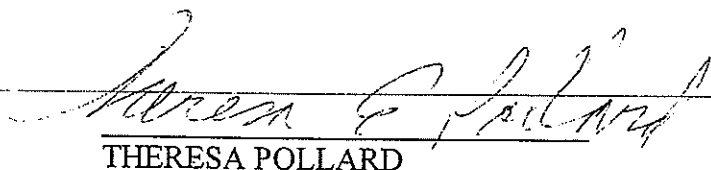
HETTY ROSENSTEIN
PRESIDENT, CWA LOCAL 1037



MARK LUNGER
BARGAINING COMMITTEE MEMBER



MICHAEL DELLSANDRO
BARGAINING COMMITTEE MEMBER



THERESA POLLARD
BARGAINING COMMITTEE MEMBER



JEANNE VISCITO
BARGAINING COMMITTEE MEMBER