

**AGREEMENT**

**Between**

**CITY OF NEWARK, NEW JERSEY**

**And**

**JNESO, DISTRICT COUNCIL 1, IUOE/AFL-CIO  
(NEWARK PUBLIC HEALTH LOCAL)**

**January 1, 2012 through December 31, 2015**

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**PREAMBLE**

This Agreement, effective this first day of January 2012 entered into by and between the City of Newark, in the County of Essex, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "City") and JNESO, District Council 1, IUOE/AFL-CIO, located at 1225 Livingston Avenue, North Brunswick, New Jersey 08902 (hereinafter referred to as the "Union") represents the complete and final understanding on all bargainable issues between the City and the Union and is designed to maintain and promote a harmonious relationship between the City and such of its employees who are covered by Article I, Recognition, in order that more efficient and progressive public service may be rendered, while recognizing the reasonable needs and requests of the employees.

**ARTICLE I**  
**RECOGNITION**

The City voluntarily recognizes the Union, for the duration of this Agreement, as the exclusive collective negotiations agent for all employees holding the titles of Public Health Nurse, Clinic Nurse, Public Health Nurse Pediatrics, Pediatric Nurse Practitioner, and Nurse Practitioner of Sexually Transmitted Diseases, Head Clinic Nurse and Public Health Nurse Supervisor.

**ARTICLE II**  
**MANAGEMENT RIGHTS**

**A.** The City hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, 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 provision of 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 law.

**B.** The exercises of the foregoing powers, rights, authorities, duties or responsibilities of the City, the adoption of policies, rules, regulations and practices in 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 New Jersey and of the United States.

**C.** Nothing contained herein shall be construed to deny or restrict the City's rights, responsibilities and authority under N.J.S.A. 11, or any other national, state, county, or local laws or ordinances.

**D.** Employee procedural and substantive rights under Civil Service Law shall be preserved.

**ARTICLE III****SENIORITY**

- A.** Seniority is defined as the total length of service of an employee commencing with her/his latest date of hire in conformance with Civil Service Regulations.
- B.** In conformance with Civil Service and other applicable regulations, and whenever possible and practicable, employees with the greatest seniority will be given preference in layoffs, recalls, job and shift assignments and vacation schedules.
- C.** An employee's continuous service shall be broken by voluntary resignation, discharge and retirement. However, if an employee returns to work, in any capacity within two (2) years, Civil Service and Longevity Ordinance provisions regarding restoration of seniority shall be applied.

**ARTICLE IV**  
**GRIEVANCE PROCEDURE**

**A. Purpose:**

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.

Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the departmental supervisory staff. Time limits may be extended by mutual agreement of the parties, in writing.

**B. Definition:**

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms of this Agreement.

**C. Steps of the Grievance Procedure:**

The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent and provides that a Union representative may be present at Step One and shall be present at each step of the grievance procedure thereafter.

**Step One (1):**

An aggrieved employee shall institute action under the provisions herein within ten (10) working days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and the Director of Nursing 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. The

Director of Nursing in conjunction with the Medical Director shall render a decision within ten (10) working days after receipt of the grievance. If the Director of Nursing fails to respond to the grievance within ten (10) working days, the grievance will be deemed to have moved to the next step in the procedure.

**Step Two (2):**

In the event the grievance has not been resolved at Step Two, then within ten (10) working days following the determination of the Director of Nursing, the matter may be submitted to the Director of Public Health Nursing or her/his designee. The Director of Public Health Nursing or her/his designee shall review the matter and make a determination within ten (10) working days from the receipt of the complaint. If the Director of Public Health Nursing fails to respond to the grievance within ten (10) working days, the grievance will be deemed to have moved to the next step in the procedure.

**Step Three (3):**

In the event the grievance is not resolved at Step-Two, then within ten (10) working days following the determination of the Director of Public Health Nursing, the matter may be submitted to the Director of Child and Family Well-Being. The Director of Child and Family Well-Being shall review the matter and make a determination within ten (10) working from the receipt of the complaint. If the Director of Child and Family Well-Being fails to respond to the grievance within ten (10) working days, the grievance will be deemed to have moved to the next step in the procedure.

**Step Four (4):**

In the event the grievance is not resolved at Step Three, then within ten (10) working days following the determination of the Director of Child and Family Well-Being, the matter may be submitted to the Business Administrator or her/his designee. The Business Administrator or her/his designee shall review the matter and make a written determination within ten (10) working days from the receipt of the complaint. Should the aggrieved employee be dissatisfied with the decision of the Business

Administrator or his/her designee, the union may file for arbitration within ten (10) working days of the response.

**Arbitration:**

**Step Five (5):**

The arbitrator shall be chosen in accordance with the Rules of the New Jersey State Board of Mediation. 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 canceled and the matter withdrawn from arbitration. The Union shall pay whatever costs it may have incurred in processing the case to arbitration. In case of mutual settlement, both parties agree to share equally any costs incurred.

The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the relevant facts 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, or to add new provisions to this Agreement or any amendment or supplement thereto.

The costs 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 the same.

The arbitrator shall set forth his/her findings 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 otherwise agreed to by the parties.

**City Grievances:**

Grievances initiated by the City shall be filed 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 adjournment has been satisfactorily made, either party may file 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 costs it may have incurred in processing the case to arbitration. In the case of mutual settlement, both parties agree to share equally any costs incurred.

**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 permission from the appropriate City representatives, permission will not be unreasonably withheld, provided there is no interference with the normal business of City government.

**B.** 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 Director of the Department, or her/his designee, which permission shall not be unreasonably withheld.

**C.** JNESO representatives and/or local Union representatives may process grievances through all steps of the established grievance procedure, except at Step One where grievances shall be handled only by the local Union representative. The employee's representatives shall be permitted to spend a reasonable amount of time to process grievances provided there is no interference with City services.

**D.** A maximum of three (3) employees who have been designated as negotiation representatives of the Union, shall suffer no loss in regular straight time pay for participation in Agreement negotiations, when such negotiations are scheduled during their regular working hours.

**ARTICLE VI**

**WORK WEEK**

**A.** For those employees covered by this Agreement, the work week shall be thirty-five (35) hours per week, seven (7) hours per day, exclusive of the lunch period. Flexible hours may be accommodated subject to the discretion of the Department Director or Designee.

**B.** The Director of the Department or her/his designee will give two (2) weeks written notice to employees covered by this Agreement when there is a change in that employee's working hours, except in emergency circumstances. Notice is defined to include delivery of said notice by the Director or her/his designee to the affected employee's current work station. The parties hereby agree that this clause is not grievable within the meaning of Article IV of this contract, nor subject to the arbitration provision therein; however, if the City demonstrates a pattern of non-compliance with the notice requirement above, the issue of the City's failure to provide timely notice becomes grievable and arbitrable.

**C.** The Director shall be permitted to make variances in the work week when the needs of the Department require special scheduling. The Director shall discuss such variances with the Union prior to their being instituted.

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

**E.** When an employee, during her/his off duty time is called in for emergency duty, she/he shall receive a minimum of four (4) hours of work at the rate of time and one-half (1 1/2). In the event such time worked is continuous with her/his regular shift, she/he shall receive the time and one-half (1 1/2) only for those hours actually worked in addition to the regular shift beyond forty (40) hours, as noted in Article VII below.

**ARTICLE VII**  
**OVERTIME**

**A. Definition of Overtime:**

Authorized work performed in excess of the assigned normal daily or weekly working hours for each class of positions shall be considered overtime. Overtime shall be distributed as equitably as possible and all provisions of this Article shall apply to such overtime which has been properly directed and authorized in advance by the appropriate department head or her/his designee.

**B. Compensatory Time-Off or Cash Payment for Overtime:**

(1) Employees who are required to work in excess of their normal work week shall be compensated in cash or compensatory time off in accordance with the schedule noted below:

a. For those employees whose normal work week is less than forty (40) hours, any overtime work beyond the maximum of that work week and up to forty (40) hours in any calendar week shall be compensated at straight time.

b. Employees shall have the opportunity of requesting past compensatory days off. Such requests shall be made five (5) working days in advance and shall be subject to the approval of the Director of the Department or her/his designee, said approval 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.

(2) Employees who are required to work on a holiday shall be compensated in cash or compensatory time off on the following basis:

a. Employees who are regularly scheduled to work on a holiday who have less than

forty (40) hours in that work week shall receive straight time for the holiday as such and straight time for all work on the holiday.

**b.** Those employees who have worked their 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.

**(3)** Employees who are required to work on a holiday on an emergency basis shall be compensated on 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 double time for all time worked on the holiday.

**(4)** An employee who is called in to work for reasons as noted in 2-a above or on a normal day off shall be granted a minimum of three (3) hours pay at straight time.

**ARTICLE VIII**  
**COMPENSATION**

- A. Each employee covered by this Agreement shall receive compensation for the years 2012 through 2015 inclusive, according to the salary schedules attached hereto as Appendix A.
- B. All compensation procedures and increment schedules shall be according to this Agreement and applicable and adopted ordinances and/or executive orders; however, employees not on the maximum step within the range established for their position shall advance and receive their normal increment at the time, and in the manner currently in effect.
- C. Increment steps between the minimum and maximum annual salary shall be established in accordance with the adopted ordinances and executive orders of the City of Newark.
- D. Longevity payments will be eliminated for any and all employees hired on or after January 1, 2013.

All compensation procedures, promotions increases and increment schedules shall be in accordance with the City of Newark Master Pay Grade Schedule and in accordance with applicable City Ordinances. Longevity benefits shall be granted to all employees covered by this Agreement in accordance with Ordinance 6S and FH adopted November 2, 1966. Thereafter, longevity benefits shall be as follows:

- 4% after 10 years
- 6% after 15 years
- 8% after 20 years
- 10% after 25 years
- 14% after 30 years

- (1) 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.
- (2) There shall be no longevity service credit for the period an employee is on a leave of absence without pay, when such leave was requested by the employee to take employment elsewhere.
- (3) 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.
- (4) 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, except that effective January 1, 1998 longevity shall be included into overtime pay for any full-time employee whose standard hours of work is less than forty (40) hours per week.
- (5) 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.
- (6) Longevity payments shall be considered as above and beyond any promotion in any title of any employee during his/her term of service. Each longevity credit in accordance with Article 8, section D 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.

(7) Twelve (12) full months of service shall be considered as one (1) year for the purpose of calculating years of service.

**E.** Each employee covered by this Agreement shall be entitled to a yearly clothing allowance pursuant to the following schedule which shall be payable on the first Friday in December which is not a regular payday. Employees who did not serve for a full year shall receive a pro-rata share of the clothing allowance for the applicable year based on service during the year.

Effective 1/1/09 Five Hundred and Twenty-five (\$525.00) Dollars.

**F.** Each employee covered by this Agreement shall be entitled to a travel allowance to cover incurred expenses for business travel on behalf of the City. The employee shall be reimbursed at the rate of fifteen dollars (\$15.00) for each day that the employee uses his/her personal vehicle in connection with his/her work assignments, in accordance with the relevant policies and procedures of the City of Newark

**ARTICLE IX**  
**HOLIDAYS / PERSONAL DAY**

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 1 of each year. All employees subject to this Agreement will be granted one (1) personal day annually.

**ARTICLE X**  
**VACATION LEAVE**

Employees covered by this Agreement shall be entitled to vacation leave with pay, based on their years of service, and in accordance with N.J.S.A. 11:24A-1 et. seq., and 2:14-5 of the Revised Ordinances of the City of Newark, New Jersey as follows:

During an employee's first (1st) calendar year of employment, vacation leave shall be earned at the rate of one (1) working day of vacation for each month of service from her/his date of original employment continuing on this basis through the remainder of the calendar year. An employee hired on the first (1st) day of the month through the eighth (8th) day of the month shall receive a one (1) - day vacation credit for the month. An employee hired on the ninth (9th) day of the month through the twenty-third (23rd) day of the month shall receive a one-half (1/2) day vacation 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 vacation credit for the month. As of January 1, following an employee's original date of employment and for each subsequent January 1 the following schedule shall apply:

Twelve (12) working days vacation thereafter for every year and up to the completion of nine (9) years of service.

Sixteen (16) working days vacation after the completion of nine (9) years of service and up to the completion of nineteen (19) years of service.

Twenty-one (21) working days vacation after the completion of nineteen (19) years of service up to the completion of twenty-five years of service.

Twenty-three (23) working days vacation after the completion of twenty-five (25) years of service and thereafter.

For the purpose of efficient vacation scheduling, and in accordance with the above schedule, an employee may be credited with vacation leave (in each appropriate calendar year) prior to the leave actually being earned with the assumption that the employee will be employed for the full calendar year.

However, an employee whose service is terminated or who is placed on leave of absence without pay prior to the end of the calendar year shall have all non-earned vacation leave deducted from her/his last paycheck. An employee who has been terminated shall be entitled to the vacation allowance of all accumulated time plus vacation days pro-rated for the current year based upon the number of months worked in the calendar year in which the termination or leave of absence without pay becomes effective. An employee whose service is terminated between the first (1st) and eighth (8th) day of the month shall not receive vacation 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 (1/2) day vacation 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) - day vacation credit for the month.

An employee who is on a leave of absence without pay shall not earn vacation credits while on such leave nor shall she/he be granted prior earned credits until she/he shall return to active status. Upon return to employment, an employee who has been on an approved leave of absence shall have such time of her/his leave adjusted based on her/his original date of employment and shall receive vacation leave in accordance with the provisions of the ordinance.

All earned vacation credits shall be paid to the employee or to her/his estate in case of death or termination, in accordance with existing law.

An employee who is on sick leave with pay or an employee who is injured or disabled as a result of, or arising from her/his employment shall continue to receive vacation credits in the same manner as that granted for active status.

Vacation leave can only be taken with the approval of an employee's Department Head or Division Manager and according to appropriate seniority rights.

Requests for vacation must be submitted five (5) working days prior to the date requested.

All part-time employees covered under this Agreement shall accrue vacation leave proportionate to the number of hours worked. Seasonal employees are not eligible to earn vacation leave.

Vacation leave allowed for any given year should be used during the year in which it is granted. Any unused vacation leave may be carried over into the succeeding year only. Under no circumstances shall more than one (1) year of allowed vacation leave be carried over into the following year.

An employee who becomes ill or incapacitated while on vacation may, upon proper notification and verification to the appointing authority, transfer time required for illness or incapacity to available sick leave credits. However, this transfer shall not extend the date of return from vacation unless otherwise approved by the appointing authority.

Vacation leave is not transferable from one grant program to another, or from a grant program to the City, nor from the City to the grant program. Any employee involved in changes of this nature shall be paid for any vacation leave due her/him or shall reimburse the City for any time not earned similar to an employee terminating her/his services prior to the advanced time being earned. The employee shall earn the leave during her/his first calendar year in the new program at the rate of one (1) day per month. However, an employee's original date of hire shall be considered in terms of credits due with regard to the tenth (10th) and twentieth (20th) years of service.

In the event a general ordinance is adopted by the City of Newark increasing vacation allowance for all employees of the City of Newark, then such benefits as included in the amended ordinance shall apply to the employees covered by this Agreement.

**ARTICLE XI**  
**HEALTH INSURANCE AND LIFE INSURANCE**

The provisions of this Article shall be administered in accord with the provisions of P.L. 2011, Chapter 78, as presently provided.

The City shall provide Health Insurance, Dental Plan, and Prescription Plan to all eligible and enrolled employees and eligible dependents and eligible Civil Union partners as follows:

**A. MEDICAL PLAN**

The employee will be eligible for his choice of:

1. Horizon Traditional Plan (with \$250 per person Major Medical Deductible\*); OR
2. Horizon Direct Access Plan; OR
3. Horizon Exclusive Provider Organization (EPO)

\*Effective June 1, 2009, the lifetime Major Medical maximum for Horizon Traditional Plan increased from \$1,000,000 to UNLIMITED for active employees.

**B. 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)

**C. PRESCRIPTION PLAN**

The employee will be eligible for a Prescription Drug Plan (with \$10 co-pay per prescription for "Brand" drugs and \$5 co-pay per prescription for "Generic" drugs)

- D.** 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.

- E. Effective January 1, 2010, all active employees will make a (*non-refundable*) ten dollar (\$10.00) per month contribution toward their retiree health benefits.

**F. 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.

#### **G. 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.

**H. 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.

- I.** 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 Association if such change is made. In any event, there shall be no interruption of medical benefit coverage for employees covered by this Agreement.
  
- J.** 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.

**ARTICLE XII**  
**SICK LEAVE AND BEREAVEMENT LEAVE**

**A. General:**

Every employee subject to this Agreement shall be entitled to paid sick leave benefits per annum according to N.J.A.C. 4:1-17.14 et seq., of the Civil Service Rules for the State of New Jersey.

**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 a member of the 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 (1) working day per month during the remainder of the first (1st) 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.

a. An employee hired on the first (1st) day of the month through the eighth (8th) day of the month shall receive a sick leave credit of one (1) day for the month. An employee hired on the ninth (9th) day of the month through the twenty-third (23rd) day of the

month shall receive a one-half (1/2) 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 with 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 services are 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 onehalf (1/2) day 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) day sick leave credit for the month.

(3) Except as otherwise provided in Section F of this Article, an employee shall not be reimbursed for accrued sick leave at the time of termination of her/his employment. Upon termination, the City shall certify to the Department of Civil Service, the employee's accumulated sick leave which shall be made a part of the employee's permanent record.

**D. Reporting of Absence on Sick Leave:**

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

- a. Failure to so notify her/his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
- b. The City may consider an absence by the employee without notice for five (5) consecutive days to constitute a resignation. Termination of services in this instance shall be processed according to Civil Service procedure.

**E. Verification of Sick Leave:**

- (1) An employee who shall be on sick leave for five (5) or more consecutive working days may be required to submit acceptable medical evidence substantiating 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 a chronic or recurring nature requiring recurring absences of one (1) 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 contagious disease, a certificate from the Department of Health shall be required.
- (3) In case of death in immediate family, reasonable proof may be required.
- (4) The City may require an employee who has been absent because of personal illness, as a condition of her/his return, to be duly 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 her/his normal duties and that her/his return will not jeopardize the health of other employees.

**F. 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) An employee who has accumulated fifty-one (51) to one hundred fifty (150) unused days of sick time inclusive at the effective date of retirement, there shall be a payment in the amount of thirty-five (35) per cent of the value of sick days exceeding fifty (50) days computed on the average daily base permanent salary, exclusive of longevity, overtime, and all other compensation of the employees for the twelve (12) months preceding the effective date of retirement.
- (3) An employee who has accumulated more than one hundred fifty (150) days of unused sick time at the effective date of retirement, there shall be a payment as in Section 2 above for the first one hundred fifty (150) days and a payment in the amount of sixty (60) percent of the value of the remaining accumulated sick time computed on the average daily base permanent salary, exclusive of longevity, overtime and all the other compensation of the employee for the twelve (12) months preceding the effective date of retirement up to a maximum of fifteen thousand dollars (\$15,000).

**G. Bereavement Leave:**

All employees covered by this Agreement shall be granted up to three (3) working days per event, and no more than up to two (2) incidents within a calendar year, with full pay, in the event of death in the immediate family. 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, newspaper obituary or funeral program. Upon the employees return to work from said leave, he/she shall submit the official documentation of the above to the Personnel Department attached to their personnel file.

Immediate family is defined as: Spouse, Children, Parents, Legal Guardians, Mother-In-Law, Father-In-Law, Siblings, Grandparents, Grandchildren, Step-parents, Step-Children, Foster Children, a domestic partner or member of a civil union, as defined in the "Domestic Partnership Act" (N.J.S.A. 26-8A-1 et seq.) and the "Civil Union Act" (N.J.S.A. 37:1-28, et seq.) respectively.

**ARTICLE XIII**  
**LEAVES OF ABSENCE**

- A.** Employees subject to this Agreement may be granted a leave of absence in accordance with applicable Federal, State, and Local laws.
- B.** Employee representatives shall be permitted an aggregate of six (6) paid working days each calendar year to attend Union conventions, (e.g. three (3) employee representatives for two (2) days or two (2) employee representatives for three (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 an excuse on behalf of such employee. If the employee is thereafter assigned to Jury Duty, the City will grant a leave of absence with pay.
- D.** Employees who are required to appear before a court or other public body on any matter involving city business shall be granted leave with pay for the period of said appearance.

**ARTICLE XIV**  
**EMPLOYEE EDUCATION**

**A.** The City and the Union agree that education 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 to encourage employees to maintain acceptable and increased levels of competence by:

**(1)** Keeping abreast of changes occurring in their field and profession;

**(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 education;

**(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.

**E.** Employees covered by this Agreement shall be permitted and encouraged to continue their training and development in order to maintain certification. Attendance at formal courses for such study shall be approved by the Director of the Nursing Service through the Health Officer. Scheduling of such attendance shall be established so as to afford a minimum of disruption to City service. Employees should attempt to attend courses insofar as possible after work hours.

**ARTICLE XV**  
**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 noncontroversial nature. The Director of the Department, or her/his designee may have removed from the Bulletin Boards any material which does not conform with the intent and provision of this Article.

**ARTICLE XVI**  
**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 as 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 recognizes that it is the City's responsibility to determine levels of performance for its 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 and 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 employee 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 a salary increment or adjustment for failure to meet acceptable levels of employee performance may be processed through the grievance procedure.

**ARTICLE XVII**  
**DEDUCTIONS FROM SALARY**

**A. Membership Dues:**

(1) 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 Laws of 1967 (N.J.S.A. 53:14-15, 9e), as amended. 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.

(2) The City will provide the union with a list of employees for whom dues have been deducted and a payroll run (pay deduction register) for all employees corresponding to the dues paid. This list shall include the members name, title, hourly rate, hours worked, work status (i.e. leave of absence, active, terminated, transferred, and layoff) This list will be transmitted to the Union by the fifteenth (15th) day of each month. All new hires will be included in the pay deduction register.

(3) 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 and signed by the President and Secretary of the Union advising of the changed deduction.

(4) The Union will provide the necessary "check-off authorization" form and will secure the signatures 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 deductions, the representation fee in lieu of Dues Deduction as stated in Part B of this Article XVII,

authorization cards submitted by the Union to the City or in reliance upon the official notification on the letterhead of the Union advising of such changed deduction.

**B. Representation Fee in Lieu of Dues:**

- (1) 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.
- (2) 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 (85) per cent of the regular membership dues, fees and assessments.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) The Employer shall deduct the representation fee from the wages or salaries of the non-member employees in the same manner as outlined in Section A1.

Obligation to pay the representation fee shall start the ninetieth (90th) day after the beginning of an 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 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.

(7) 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 Employer within fifteen (15) days of such change.

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

**ARTICLE XVIII**  
**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 an employee from her/his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employees 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 member 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 XIX**  
**NON-DISCRIMINATION**

**A.** There shall be no discrimination by the City or the Union against an employee on account of race, color, creed, sex, age 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 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 XX**  
**SEPARABILITY AND SAVINGS**

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 XXI**  
**FULLY BARGAINED PROVISIONS**

**A.** This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable 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.

**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 XXII**  
**PRACTICE COUNCIL**

- A.** Due to their unique education and skills, the Registered Professional Public Health Nurses of the City of Newark shall have a practice council with respect to the nursing practices within the confines of the Public Health Agency.
- B.** The Employer agrees to allow practice council sessions at a time and place decided by the Director of Health and Welfare for one (1) hour every two (2) months for these sessions. The subject matter of these sessions shall not include personal or work grievances but shall be limited to those areas which affect sound nursing practices, philosophies and standards and as approved by the Director of Child and Family Well-Being or her/his authorized representative.
- C.** Attendance shall be limited to one (1) elected representative or alternate from each of the clinical areas in the Division of Health but no more than five (5) persons in number may attend.
- D.** Minutes from the meeting shall be sent to the Director of Child and Family Well-Being, the Director of Nursing, and the Health Officer of the City of Newark within fifteen (15) days of the date of the meeting.
- E.** Specific recommendations from the meeting shall be sent to the Director of Child and Family Well-Being or her/his designee who shall respond, in writing, within fifteen (15) business days of receipt of same. A copy of the minutes will be submitted to the Union.
- F.** The provisions of this Article and their implementation are not subject to the grievance procedure or arbitration procedure as set forth in Article IV of this Agreement.

**ARTICLE XXIII**  
**WORK FORCE CHANGES**

**A.** All vacancies, job openings, newly created positions or classifications, and all promotions, shall be filled in accordance with Civil Service Rules and Regulations when applicable.

**B.** As Eligibility Lists are exhausted or are nearing their expiration date, the City will make the necessary requests of Civil Service for a new examination to insure as far as practical and possible that there will be an Eligibility List available at all times.

**C.** Temporary job openings are defined as job vacancies that may periodically develop in any job classification because of illness, vacation, or leave of absence or for any other reason, when the budget line has funds available. Employees assigned to temporary job openings shall be paid the wage rate established for the job or their own rate, whichever is higher as per above budget consideration.

**D.** In the event that the City plans to layoff permanent employees for any reason, the City shall notify the Union of such plans before the layoff notices are issued.

**E.** The City will notify the Union at least one (1) week in advance of any decision involving the consolidation or elimination of jobs, insofar as possible and practicable. The City, insofar as it is possible and practicable, will delay implementation until after the Union has had at least one discussion with the City on these decisions.

**ARTICLE XXIV**

**MISCELLANEOUS**

**Orientation Duties:**

Effective July 1, 2004, all orientation will be handled by the Head Clinic Nurses.

**ARTICLE XXV**  
**INDEMNIFICATION**

The City of Newark shall indemnify, defend and hold harmless an employee covered by this Agreement against any claim for compensatory damages on account of the alleged negligence or malpractice of said employee arising within the scope of employment of said employee.

Nothing herein shall require the City to indemnify, defend and hold harmless an employee covered by this Agreement for conduct which is outside of the scope of employment or which constitutes a crime, actual fraud, actual malice or willful misconduct.

**APPENDIX A****SALARY****APPENDIX A, SALARY:**

Appendix shall be changed as follows:

**Clinic Nurses**

	1st	2nd	3rd	4th	5th
2011	\$55,005.09	\$55,797.16	\$56,589.23	\$57,381.30	\$58,173.37

**Head Clinic Nurse**

	1st	2nd	3rd	4th	5th
2011	\$63,950.64	\$66,672.42	\$69,394.19	\$72,115.97	\$74,837.74

**Public Health Nurse**

	1st	2nd	3rd	4th	5th
2011	\$49,452.13	\$50,187.74	\$50,929.18	\$51,682.30	\$52,441.26

**Public Health Nurse, Peds.**

	1st	2nd	3rd	4th	5th
2011	\$55,203.59	\$56,239.03	\$57,274.99	\$58,316.83	\$59,370.91

Effective January 1, 2012, the 2011 base salary of all employees shall be increased by 0%.

Effective January 1, 2013, the base salary of all employees shall be increased by 0%. However, all eligible employees shall receive a one-time stipend of seven-hundred fifty dollars (\$750).<sup>1</sup>

Effective January 1, 2014, the base salary of all employees shall be increased by 2%.

Effective January 1, 2015, the base salary of all employees shall be increased by 2%.

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<sup>1</sup> Eligible employees are defined as those active employees who are on the payroll at the time that the disbursement is due.

**ARTICLE XXVI****DURATION**

This Agreement shall be in full force and effect as of January 1, 2012 and shall be in effect to and including December 31, 2015. 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) calendar days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

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

CITY OF NEWARK

  
ROBERT P. MARASCO, CITY CLERK

4-12-13

CITY OF NEWARK

  
CORY A. BOOKER, MAYOR

WITNESS:

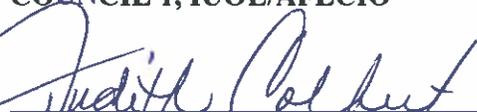
  
KECIA DANIELS, PERSONNEL  
DIRECTOR

  
JULIEN X. NEALS, BUSINESS  
ADMINISTRATOR

APPROVED AS TO FORM:

  
ANNA PEREIRA, CORPORATION  
COUNSEL

FOR JNESO, DISTRICT  
COUNCIL 1, IUOE/AFLCIO

  
BY: JUDITH COLBERT,  
PRESIDENT

  
BY: MEREDITH LARSON,  
LABOR REPRESENTATIVE