

MEMORANDUM OF AGREEMENT

BETWEEN THE CITY OF NEWARK

And

**LOCAL 617, LAUNDRY, DISTRIBUTION AND FOOD SERVICE JOINT BOARD,
WORKERS UNITED, SEIU**

WHEREAS, the City of Newark ("City") and Local 617, Service Employees International Union ("Union") are party to a collective bargaining agreement effective from January 1, 2012 to December 31, 2014;

WHEREAS, the parties have engaged in collective bargaining to reach a successor agreement:

NOW, THEREFORE, the parties agree as follows:

1. Unless modified, all benefits, terms and conditions in the existing collective bargaining agreement shall remain in effect.

2. **PREAMBLE**

Amend current language to provide as being effective 1st day of January, 2015.

Amend name of Union to: Local 617, Laundry, Distribution and Food Service Joint Board, Workers United, SEIU (Blue Collar Non-Supervisory Workers).

3. **ARTICLE I, RECOGNITION**

Modify the first paragraph to read as follows:

In accordance with the Certification of Representation of the New Jersey Public Employment Relations Commission dated March 29, 1999 (Docket No. RO-99-30) and the successor Certification of Representation of the New Jersey Public Employment Relations Commission dated September 12, 2016 (Docket No. AC-2016-004) the City recognizes the Union as the exclusive collective negotiations agent for all regularly employed, per diem, and seasonal non-supervisory blue collar employees of the City of Newark.

[The remainder of the Section is to remain unchanged.]

4. **ARTICLE VII. GRIEVANCE PROCEDURE**

Add the following new language: STEP FIVE (5) f.:

Any monetary awards from arbitrations/Disciplinary hearings shall be implemented within sixty (60) days of the Arbitrator/Hearing decision, provided all appeals have been exhausted.

5. **ARTICLE VIII. DISPLINARY ACTIONS**

Modify Sections (a) and (b) to provide these steps for progressive discipline:

Step 1: Verbal warning, not subject to arbitration but the employee can put in his/her statement.

Step 2: Written warning, not subject to arbitration but the employee can put in his/her statement.

Step 3: Corrective conference before any suspension.

Step 4: Minor suspension of 1-5 days, subject to the grievance and arbitration procedure. When a suspension is imposed it constitutes discipline for any infraction committed prior to imposition of the suspension which management knew about.

Modify Section (d): In all matters where a disciplinary action (major or immediate suspension) is initiated, the City shall supply the employee and the union with the charges and any written documentation within five (5) business days of the infraction and a hearing shall be scheduled within twenty (20) business days of the infraction.

Add New Language: No discipline will be imposed more than thirty (30) days after the conduct, of which management knew, which could be the subject of discipline, except for discipline imposed as the result of a report by the Inspector General.

Modify Section (e): Remains the same with new language as follows: The City and Union agree that there will be no harassment or retaliation of any kind pending disciplinary actions or grievances against any employee.

Modify (f) and (g): Second and third paragraph remains the same adding the following: and the City shall implement the decision of the Director or designee within twenty (20) days.

6. ARTICLE XI, OVERTIME

Section 1 – add new paragraph C, to read as follows:

C. Overtime Work on Holidays will be posted one (1) week in advance of the Holiday. Employees who volunteer to work on the Holiday will sign up. Assignments for Holiday work will be made five (5) days before the Holiday, in order of seniority. If additional workers are needed, they shall be required to work in reverse seniority order.

Add new Section 4 to read as follows:

All overtime payments shall be paid no later than ten (10) working days following the payroll period in which the overtime was worked, or, for employees who submit overtime time sheets, no later than ten (10) working days from the submission of overtime paperwork.

Add new Section 5 to read as follows:

Each year in the fall, prior to November 1st, the City will ask Truck Drivers to sign up for Snow Removal work for the coming winter. Truck Drivers who sign up for snow removal work will remain on the Snow Removal Overtime list for the full winter (November through April) and may be called in to work as follows: Whenever there is a forecast of snow, Truck Drivers on the Snow Removal Overtime list will be voluntarily asked to sign up for overtime, with more senior employees having priority. If the Department Director deems it necessary to have additional manpower, he or she will assign Truck Drivers on the Snow Removal Overtime list to mandatory

overtime. Truck Drivers so assigned must report unless they have an emergency. Employees will be paid double time for all hours worked doing snow removal.

7. **ARTICLE XV, LEAVE OF ABSENCE**

Amend Section "B" to provide as follows:

Section B: Bereavement Days

Three (3) working days for in-state, five (5) working days for out-of-state. Replace "two (2) incidents" with "three (3) incidents"

Add new language to Section "C"

Section C: Convention Leave

~~This business leave is to be used exclusively for participation in any convention, education seminar, training program or regularly scheduled conference of labor organizations. All stewards and officers shall be granted this leave for training courses conducted by the union or any organization affiliated with SEIU.~~

8. **ARTICLE XVIII, HEALTH INSURANCE AND LIFE INSURANCE**

The City will eliminate the Horizon Traditional Plan, effective January 1, 2016.

The City has the right to move into the State Health Benefit Plan (SHBP) at the end of any coverage period.

9. **ARTICLE XXI, UNIFORMS**

Amend the first sentence of "Section 1." to provide as follows:

Sanitation: One (1) pair of boots per year will be provided. Two (2) additional tee shirts will be provided for a total of five. The City shall provide such uniforms as follows: For the winter (beginning of November) and for the spring/summer (beginning of April).

[The remainder of the Article is to remain unchanged.]

Amend the first sentence of "Section 2." to provide as follows:

Water Department: Add boots two (2) pair and boots that are damaged or worn through will be exchanged.

Add the following language to Section B:

All Per-diem/Seasonal employees shall be entitled to uniforms and shall receive a uniform allowance of \$200 per year.

Modify Section E to read as follows:

Effective January 1, 2015, all employees covered under this Agreement shall be entitled to clothing allowance in the amount of \$500.00 per year.

Effective January 1, 2016, all employees covered under this Agreement shall be entitled to clothing allowance in the amount of \$525.00 per year.

Effective January 1, 2017, all employees covered under this Agreement shall be entitled to clothing allowance in the amount of \$550.00 per year.

Effective January 1, 2018, all employees covered under this Agreement shall be entitled to clothing allowance in the amount of \$575.00 per year.

10. ARTICLE XXVI, WAGES

Amend Section A. to read as follows:

Effective January 1, 2015, the base salary of all employees shall be increased by 0%.

Effective January 1, 2016, the base salary of all employees shall be increased by 0%. However, all eligible employees shall receive a one-time stipend of one thousand four hundred dollars (\$1,400.00).

Effective January 1, 2017, the base salary of all employees shall be increased by one thousand four hundred dollars (\$1,400.00).

Effective January 1, 2018, the base salary of all employees shall be increased by one thousand six hundred dollars (\$1,600.00).

Add the following new language to Section B:

Employees who work temporarily in a higher title shall be paid at the rate of the higher title for all time spent working in the higher title.

11. ARTICLE XXX, DURATION

Amend the first sentence of "Section 1." to read as follows:

This Agreement shall be in full force and effect from January 1, 2015 and shall remain in effect up to and including December 31, 2018.

[The remainder of the Article is to remain unchanged.]

12. ARTICLE XXXII. MISCELLANEOUS PROVISION

Job Injury Compensation

The City agrees to abide by the requirements of the Workers' Compensation law.

Health and Safety Committee

The parties shall create a Health and Safety Committee comprised of several members of the bargaining unit and several managerial or supervisory employees to discuss how to improve safety on the job.

THIS MEMORANDUM OF AGREEMENT IS CONTINGENT UPON THE RATIFICATION OF LOCAL 617, LAUNDRY DISTRIBUTION AND FOOD SERVICE JOINT BOARD, WOKERS UNITED, SEIU (BLUE COLLAR NON-SUPERVISORY WORKERS), AND APPROVAL OF THE NEWARK MUNICIPAL COUNCIL AND ALL PROPOSALS ARE SUBJECT TO THE REVIEW AND APOVAL OF THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS.

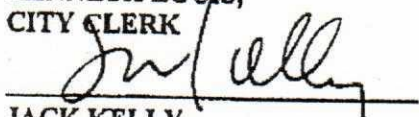
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Newark, New Jersey as of this ____ day of _____, 20__.

FOR THE CITY OF NEWARK



HON. RAS J. BARAKA,
MAYOR

KENNETH LOUIS,
CITY CLERK

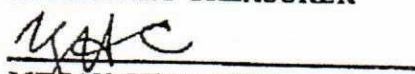


JACK KELLY,
BUSINESS ADMINISTRATOR

FOR LOCAL 617, LAUNDRY, DISTRIBUTION AND
FOOD SERVICE JOINT BOARD, WORKERS UNITED,
SEIU (BLUE COLLAR NON-SUPERVISORY
WORKERS)



WILFREDO LARANCIENT,
SECRETARY-TREASURER



MEGAN CHAMBERS,
CO-MANAGER

Approved As to Form and Legality

WILLIE PARKER
Corporation Counsel