

AGREEMENT

Between

CITY OF NEWARK

And

**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 617**

(BLUE COLLAR NON-SUPERVISORY WORKERS)

January 1, 2012 through December 31, 2014

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PREAMBLE

This Agreement effective this first day of January 2012, entered into and between the City of Newark, New Jersey, in the County of Essex, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "City") and Local 617, Service Employees International Union (hereinafter referred to as the "Union") represents the complete and final understanding of all bargainable issues between the City and the Union and is designated to maintain and promote a harmonious relationship between the City and each of its employees who are covered by Article I Recognition, in order that a more efficient and progressive public service may be rendered.

ARTICLE I
RECOGNITION

In accordance with the Certification of Representation of the New Jersey Public Employment Relations Commission dated March 29, 1999 (Docket No. RO-99-30) the City recognizes the Union as the exclusive collective negotiation agent for all regularly employed, non-supervisory blue collar employees of the City of Newark.

EXCLUSIONS: All clerical, craft and professional employees; elevator operators; storekeepers, asphalt workers, police officers, managerial executives, confidential employees, department heads, deputy department heads, and supervisors within the meaning of the Act, police and fire and casual employees and all other employees employed by the City of Newark.

ARTICLE II
DUES DEDUCTIONS

Section 1

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 Laws of 1967, N.J.S.A. (R.S. 53:14-15, 9C), as amended. Such monies together with records of any corrections shall be transmitted to the Union Office by the thirtieth (30th) 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 furnish the City with new authorization 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.

C. The Union will provide the necessary "Check-Off-Authorization" forms and the Union will secure the signature of its members on the forms and deliver the signed forms to the Director of Finance. The Union shall indemnify, and 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 take by the City or in reliance upon salary deductions, authorization cards submitted by the Union to the City or in reliance upon the official notification on the letterhead of the Union and signed by the President and Secretary of the Union advising of such change.

Section 2**C.O.P.E. DEDUCTION**

A. The City shall deduct and transmit monthly one dollar (\$1.00) Committee on Political Education (C.O.P.E.) deductions for the members who have submitted a signed authorization card for such deductions to be added to the current deduction.

B. Employees on leave for any reason shall upon his/her return to work have Union dues arrears deducted from his/her pay, upon notification from the Union. The City shall deduct the dues from his/her salary for the month or months in arrears. Dues deduction arrears shall not exceed the equivalent of three (3) months per payment.

ARTICLE III

REPRESENTATION FEE IN LIEU OF DUES

Section 1

A. All employees in the Bargaining Union 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 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%) of the regular membership dues, fees and assessments.

C. The Union shall establish and maintain a demand and return system which provides prorated returns as required by N.J.S.A. 34:13a-5.5 and N.J.S.A. 32:13A-5.6.

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 upon an equal basis; and provided further, that nothing contained 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 successor Agreements providing: The employer shall deduct the representation fee from the wages or salaries of the non-member employee.

F. The Union shall provide the employer a list of membership dues, fees and assessment charged to its members and the costs of any benefits financed therefrom, which benefits members only: any change of this list must be reported to the employer within fifteen (15) days of such change.

G. The deduction process and the transmission fees to the Union will be the same as the deduction process and transmission of regular membership dues, fees, and assessments to the Union.

Section 2

FAIR SHARE ASSESSMENT

A. Any new hire in this unit who does not make application for membership in the Union within thirty (30) days from the date of employment shall have deducted from his/her salary by the City eighty five percent (85%) of the monthly Union dues. The City shall deduct the sum of eighty-five percent (85%) of the rate of S.E.I.U. Local 617 Union dues from each and every non-Union member of the bargaining unit represented by the Union.

Section 3

INDEMNITY CLAUSE

A. 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 IV**BULLETIN BOARDS**

Bulletin boards shall be made available at appropriate work locations for the use of the Union for the purpose of posting Union announcements and other information. The Director and/or Division head or his/her representative may remove from the bulletin board any material, which does not conform to the intent and provision of the Article.

ARTICLE V**UNION BUSINESS LEAVE****Section 1****NEGOTIATION ON CITY TIME**

The Union and the City will mutually agree upon time for negotiations. Members of the Union negotiating committee shall be granted administrative leave with pay if negotiations take place on City time. No more than four (4) employees shall have the right to receive pay under this provision. Each employee shall be granted administrative leave with pay, the day following a negotiating session, if the session lasted past 12:00 midnight.

Employees who have attended a negotiation session pursuant to this Article must return to their job site to punch out for the day unless the actual negotiations go past the end of the work day. The maximum paid time on the day of negotiations is the negotiation session plus two (2) hours.

Section 2**GRIEVANCE/DISCIPLINARY HEARINGS**

If the Union duly authorizes a bargaining unit member to represent the Union during a formal hearing of grievance and/or disciplinary actions, and if such hearing should take place during the regular working hours of said representative, that representative shall be excused from duty, without loss of pay, for such time as necessary to hear the grievance and/or disciplinary action.

Section 3

Leave of absence without pay, shall be granted by the City of Newark to one (1) Union Member upon his/her personal request and the request of the Union to work for the Union provided he/she is a permanent employee as provided by the Law and the rules and regulations of the City of Newark and the New Jersey Department of Personnel.

Such leave shall be granted for a period of not more than one (1) year from January 1 to December 31, from the affective date of approval by the City and may be renewed upon mutual approval of the City and the Union. Application of renewal of said leave shall be submitted to the City at least sixty (60) days prior to the end of the leave year.

ARTICLE VI

UNION STEWARDS

Section 1

The Union shall furnish the City with a list of the Union Stewards or Location Representative and their locations. The Union shall notify the City of any changes. The City shall supply the Union with a listing of the names, addresses and work locations of all employees in the unit twice a year.

Both parties agree to recognize and deal only with an authorized City and Union representative with reference to Union business. A Steward shall be permitted to request an approval of his/her immediate supervisor, to investigate and adjust complaints. In the event of the Steward's absence, he/she shall have an alternate designated on his/her behalf.

The Union shall have access, through the appropriate supervisor, of pertinent documentation relating to the grievance in question, and shall have the right to interview the aggrieved employee, supervisors, and witnesses during working hours.

Section 2

VISITATION RIGHTS

Representatives of the Union shall have access during working hours of all facilities, buildings, grounds and other places in which employees covered by this Agreement work, for the purpose of adjusting grievances, negotiations, the settlement of disputes, investigating working conditions and generally for the purpose of carrying out the provisions and intent of this Agreement.

Representatives of the Union shall advise the person in charge of a facility 24 hours in advance of a normal visitation to a facility. When instances arise that require immediate visitation, Union representatives shall advise the person in charge of the facility that they are on site.

ARTICLE VII

GRIEVANCE PROCEDURE

A. **PURPOSE**

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of the Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be constructed 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 is defined as any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union or the City. The Union Business Representative shall have the right to participate in all steps of the "Grievance Procedure" noted below.

C. **STEPS OF GRIEVANCE PROCEDURE**

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent of the parties.

CONFERENCE MEETING

Prior to a formal grievance being submitted, the Union shall notify the Director/Supervisor and/or his/her designee that a complaint has been submitted. A "*Conference Meeting*" shall be held with the Supervisor/Director or his/her designee, with the Union in order to attempt to resolve the matter. Said meeting shall be scheduled on a mutually convenient date within 15 working days of the filing of the complaint.

STEP ONE (1)

- a. If no resolution is forthcoming as a result of the "Conference Meeting" the aggrieved employee or the Union shall institute a grievance under the provisions hereof within ten (10) working days of the occurrence of the complaint. An earnest effort shall be made to settle the differences between the aggrieved employee or the Union and immediate supervisor and/or the Director of his/her designee.
- b. The Supervisor/Director or his/her designee shall render a decision within five (5) working days after his/her receipt of the grievance.

STEP TWO (2)

- a. In the event a satisfactory settlement has not been reached at Step One (1), the employee shall file his grievance in writing with the Division Head or his/her representative within five (5) working days following the receipt of the determination by the Supervisor.
- b. The Division Head or his/her representative shall render a decision in writing within five (5) working days from the receipt of the grievance.

STEP THREE (3)

- a. In the event the grievance has not been resolved at Step Two (2), then within five (5) working days following the receipt of the determination of the Division Head, or within five (5) working days following the time allotted for such determination, the matter may be submitted to the Director of the Department.
- b. The Director of the Department, or his/her representative shall review the matter and make a determination within fourteen (14) working days from his/her receipt of the grievance.

STEP FOUR (4)

- a. In the event the grievance has not been resolved at Step Three (3), the matter may be submitted to the Business Administrator within five (5) working days following the receipt of the determination of the Director of the Department.
- b. The Business Administrator or his/her designee shall review the matter and make a determination within fourteen (14) working days from his/her receipt of the grievance.

STEP FIVE (5)

- a. In the event the grievance has not been resolved at Step Four (4), the Union may within five (5) working days request arbitration. The arbitrator shall be chosen in accordance with the Rules of the New Jersey Public Employment Relations Commission.
- b. However, no arbitration hearing shall be scheduled sooner than thirty (30) days from the date the Step Four (4) decision is rendered. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The Union shall pay whatever costs may have been incurred in processing the case to arbitration.
- c. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts involved in the grievance as presented to him/her. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of the Agreement or any amendment or supplement thereto.

- d. The cost for 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 such costs.
- e. The arbitrator shall set forth his/her finding of fact and reasons for making the award within thirty (30) days after the conclusion of the arbitration hearing unless otherwise agreed by the parties.

D. CITY GRIEVANCE

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. The parties shall meet within ten (10) days after the filing of such grievance by the City 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 for arbitration in accordance with Step Five above.

E. GRIEVANCE COMMITTEE

Effective at full execution of the Agreement, a Grievance Committee shall be formulated between the City and Local 617, wherein designated representative(s) not to exceed three (3) from each party shall meet on a quarterly basis to discuss issues of mutual concern in an effort to avert the need for filing unwarranted grievances under the Grievance Procedure.

ARTICLE VIII
DISCIPLINARY ACTIONS

The City of NEWARK shall follow a remedial system of progressive discipline in an attempt to bring employee's work performance and/or conduct up to a satisfactory level. The steps of the progressive discipline system shall include:

- (a) **Corrective Conference** - the Division Manager or his/her designee will discuss any work performance problem or misconduct with the employee. The Division Manager or his/her designee shall inform the employee of specific areas of work performance, which needs improvement and shall be set forth by the Division Manager or his/her designee and communicated to the employee. The Division Manager or his/her designee shall document the oral warning and shall have a supervisory person present during the corrective conference.

- (b) **Written Reprimand**- If the employee fails to improve his/her work performance within a reasonable time established at the corrective conference, or if the employee violates the same or another policy, rule or regulation, the Division Manager shall issue a written reprimand. The written reprimand shall serve as formal notice of inadequate work performance or conduct, and shall also serve as notice that any further problems with work performance or infraction of policy, rules or regulations will result in formal discipline. The written reprimand shall inform the employee of specific areas of work performance that require correction and shall indicate a reasonable time for improvement.

The Personnel Division, the Union and the employee shall receive a copy of the written reprimand, which shall remain as a part of the employee's permanent personnel record. If further disciplinary action is not necessary against the employee for a period of one (1) year from the date of the last

action, the written reprimand will no longer be considered as part of the employee's record. The Department Director or Division Manager shall notify the Personnel Division to expunge such letter(s) from the employees personnel file.

- (c) A department Director may bypass the progressive discipline system in the case(s) of acts of violence, criminal intent, bodily harm, or insubordination. The parties agree that if management abuses the infraction of insubordination, the Union reserves the right to invoke the grievance procedures.
- (d) In all matters where disciplinary action is contemplated, the City shall supply the employee(s) and Local 617 with the charge and any written documentation submitted from which the charges are drawn and a hearing shall be scheduled. This information shall be submitted no less than five (5) days prior to the scheduling of any disciplinary hearing.
- (e) If the City or any authorized agent of the City has just cause or reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before the other employees or the public.
- (f) In accordance with the procedures outlined herein, the City shall provide the employee an opportunity for a departmental disciplinary hearing in any major disciplinary action.
- (g) In the event an employee is given an immediate suspension, that employee has five (5) business days after receipt of such notice to request a hearing. Where such a request is made, the City shall have ten (10) business days to schedule a hearing.

All major disciplinary actions shall proceed through the hearing procedures provided by Civil Service Statutes, Merit System Board and

the Office of Administrative Law Rules and Regulations. Arbitration of a grievance or Civil Service hearing procedure shall not operate as a stay of the suspension or discharge except as provided by Civil Service Rules and Regulations.

If any employee has a major disciplinary action hearing, the decision of the Hearing Officer shall be rendered within thirty (30) days.

ARTICLE IX

WORK WEEK

Section 1

The normal work week for employees covered by the Agreement, except as noted below shall consist of forty (40) hours per week, eight (8) hours per day, five (5) consecutive days per week, and each employee shall have two (2) consecutive days off.

Section 2

The normal work week for employees covered by this Agreement, except as noted below shall consist of forth (40) hours per week, eight (8) hours per day.

1. The work week for employees in the Division of Sanitation, shall be a five (5) day work week in an established six (6) day service schedule from Monday to Saturday with two (2) consecutive days off.
2. Division of Sanitation employees assigned to a collection district shall daily perform their proper duties until the completion in the district. Such work up to eight (8) hours shall be considered as an eight (8) hour day.
3. “*DISTRICT*” shall be defined as the entire City’s collection effort designated on any given work day.

ARTICLE X**WORK DAY**

The work day shall be set according to the hours of current City practice, at the time of the ratification of this Agreement.

1. Laborers assigned to a collection district shall daily perform their proper duties until the completion of refuse collection in the district.
2. All employees shall be at their assigned duty stations promptly at the appointed starting times.
3. Employees who are required to work as part of a group or detail shall report to their assigned location on time. In cases of tardiness and the employees detail or group has left the facility every effort shall be made to assign said employee to another work group or detail.
4. Each truck shall be generally assigned a driver and two (2) loaders. In the event only one (1) loader is available at the start of the assigned tour for reasons of tardiness, absenteeism or other emergency manpower shortage the truck and the one (1) loader shall commence work and shall do so until such time that a replacement is assigned. If no replacement is found the City shall have the right to assign a driver and one (1) loader to each truck for the full duration of the shift.
5. All Bargaining Unit Members shall be required to report their lateness to his/her respective supervisor no later than one half (1/2) hour prior to their scheduling starting time.

6. An employee who calls to report a late arrival, shall have half (1/2) hour to report to their assigned location, this provision shall not exclude a supervisor from extending this time at his/her discretion.

ARTICLE XI**OVERTIME****Section 1****DEFINITION OF OVERTIME AND GENERAL PROVISIONS**

A. Overtime is defined as authorized work performed in excess of the assigned normal daily working hours for each class of position. The provision of this Article shall apply to such overtime that has been properly directed and authorized in advance by the department head or his/her designee.

B. Employees are required to work overtime if the City determines that overtime work is necessary. The first preference for overtime shall be given to employees who volunteer. Employees shall be selected based upon seniority on a rotating basis. If there are no volunteers, then the overtime shall be assigned to employees in the reverse order of their seniority (i.e. lowest ranking member first) on a rotating basis.

Section 2

Employees who are required to work in excess of their normal work week shall be compensated for overtime 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 (one time). Overtime work beyond forty (40) hours in any calendar week shall be compensated at time and one half (1-½).

B. All work required beyond forty (40) hour work week to complete collection shall be considered as overtime and shall be paid at one and one-half (1 ½) times the hourly salary hour rate for the position classification of Laborer, R.C.

C. Overtime worked to complete a district beyond the eight (8) hour day of fifteen (15) minutes to thirty (30) minutes shall be considered as one-half (1/2) hour for the purpose of determining an employee's eligibility for overtime in that work week.

D. Overtime worked to complete a district beyond the (8) hour day of thirty (30) minutes to sixty (60) minutes shall be considered as one (1) hour for the purposes of determining an employee's eligibility for overtime in that work week.

E. Incidental overtime of less than fifteen (15) minutes to complete a district shall not be considered as overtime.

F. Any paid leave time will be counted as time worked for the purpose of calculating overtime pay.

G. Building Maintenance Workers who are required to work beyond the normal 35 hour work week shall be compensated at the rate of time and one-half (1-1/2) for all hours worked beyond thirty-five (35).

Section 3

1. Employees on a five (5) day work service schedule who are regularly scheduled to work on a holiday and have worked less than forty (40) hours in that work week shall receive straight time for all work on the holiday. Employees who have worked forty (40) or more hours in that work week, exclusive of holidays, shall receive straight time for the holiday as such and time and one and one-half (1 ½) for all time worked on the holiday.
2. Employees who are required to work on a holiday in an emergency situation shall be compensated on the following basis:
 - a. Employees who have worked less than forty (40) hours in that work week shall receive straight time pay for the

holiday as such plus time and one and one-half (1 ½) for all time worked on the holiday.

- b. Employees who have worked over forty (40) hours in that work week, exclusive of the holiday, shall receive straight time pay for the holiday as such plus double time (2 times) for all time worked on the holiday.
- c. In districts where delays occur and the assigned crew is running beyond schedule, the supervisor shall determine the need for and assign, on an equitable basis, laborers (loaders as far as practical) from nearby districts which have been completed, or which are near completion, so that the delay shall be corrected and the time made up so far as practicable. This assignment shall be considered as work within the eight (8) hour work day.

ARTICLE XII**HOLIDAYS****Section 1**

Paid holidays shall be granted to all employees covered by this Agreement, in accordance with the schedule set forth by the Municipal Council to be effective commencing January 1, of each year.

The Municipal Council has ordained the following fourteen (14) holidays forth:

New Year's Day	Martin Luther King's Birthday
Lincoln's Birthday	Washington's Birthday
Good Friday	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
General Election Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day

Section 2

An employee who is on leave of absence without pay, or who has incurred a payroll deletion for the day either immediately preceding or following a holiday, are ineligible for payment of the Holiday. This provision does not apply to employees who are on vacation leave or other authorized leaves of absence with pay.

ARTICLE XIII**VACATION LEAVE**

A. Employees covered in 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 et seq., N.J.A.C. 4:1-17 et seq., and as provided in Section 2:24-6, Title 2 of the Revised General Ordinances of the City of Newark, New Jersey, 2000, 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 his/her 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 eight (8th) day of the month shall receive one (1) day's 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:

One (1) through nine (9) years	Twelve (12) days
Ten (10) through nineteen (19) years	Seventeen (17) days
Twenty (20) through twenty-five (25)	Twenty-one (21) days
After the completion of Twenty-Five years	Twenty-three (23) days

B. 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 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 vacation leave deducted from his/her last paycheck. An employee who has been terminated shall be entitled to the vacation allowance of all calculated time plus vacation days prorated 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 became effective. An employee whose service is terminated between the first (1st) and the eighth (8th) day of the month shall not receive vacation credit for the month. An employee whose service is terminated between the ninth (9th) day of the month and the twenty-third (23rd) day of the month shall not receive vacation credit for the month.

C. Vacation leave must be taken during the current calendar year at such time as permitted or directed by the City unless the City determines that vacation leave cannot be granted because of the pressure of work. Any unused vacation may, with the approval of the Director, be carried forward into the next year only.

D. An employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year in which the separation or retirement becomes effective and any vacation leave, which may have been carried over from the preceding calendar year.

E. Whenever an employee dies leaving to his credit annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation for such vacation leave on the employee's salary rate at the time of his/her death.

F. The employee shall notify the Director/Supervisor of his/her intent to take vacation leave within thirty days of actual vacation leave. Two (2) weeks prior to taking vacation leave the employee shall notify his/her supervisor of the actual dates his/her vacation leave. Whenever vacation schedule conflicts seniority shall prevail.

G. No employee will be required to reschedule his/her vacation period once it has been officially authorized, except for a clear and obvious emergency.

ARTICLE XIV

SICK LEAVE

Section 1

GENERAL

A. 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. 11A:6-1, et seq.

Section 2

SERVICE CREDIT FOR SICK LEAVE

A. All permanent employees and provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.

B. Employees may utilize sick leave 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.

Section 3

AMOUNT OF SICK LEAVE

A. 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 calendar year of employment after initial appointment and fifteen (15) days every calendar year thereafter.

B. 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 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.

C. 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; Non-earned sick leave may not be utilized until it has been earned. 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 sick leave deducted from his/her last paycheck.

D. 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 the twenty-third (23rd) day of the month shall receive one-half (1/2) 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.

E. 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.

F. An employee shall be reimbursed for accrued sick leave at the time of termination of his/her employment, with the exception of retirement as described below. Upon termination, the City shall certify to the New Jersey Department of Personnel (Department of Civil Service) the employee's accumulated sick leave, which shall be made part of the employee's permanent record.

Section 4**REPORTING OF ABSENCE FOR SICK LEAVE**

A. If an employee is absent for reasons that entitle him/her to sick leave, the supervisor and/or his/her designee shall be notified.

1. Failure by the employee to notify his/her supervisor thirty (30) minutes prior to his/her regular starting time may be cause or denial for the use of sick leave for the absence and may constitute cause for disciplinary action.
2. Absence without notice for five (5) consecutive days shall constitute a resignation.

Section 5**UNUSED SICK LEAVE**

A. 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-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%) percent 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 employee for the twelve (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 as in Section 2 above for the first one hundred fifty (150) 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 twelve months preceding the effective date of retirement up to a total maximum of fifteen thousand dollars (\$15,000).

Section 6

VERIFICATION OF SICK LEAVE

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

B. An employee who has been absent on sick leave for periods totaling ten (10) days in one (1) calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of chronic or recurring absences of one (1) day or less in which case only one (1) certificate shall be necessary for a period of six (6) months.

C. In cases of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

D. The City may 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 examinations shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

ARTICLE XV**LEAVE OF ABSENCE****Section A**

All employees covered by this Agreement may be granted the following leave of absences according to applicable State of Local Laws or Department of Personnel (Civil Service) for the State of New Jersey, as periodically revised.

Copies of all Leave Policies (PDP — 24) may be obtained from the Department of Personnel located in City Hall.

<u>LEAVES</u>	<u>PROCEDURE NUMBER</u>
1. Family & Medical Leave	PDP-45
2. Jury Duty & Court Appearance	PDP-28
3. Military Leave	PDP-24
4. Maternity Leave	PDP-24
5. Special Administrative Leave	PDP-24
6. Educational Leave	PDP-24
7. Convention Leave with Pay	PDP-24
8. Emergency & Special Leave	PDP-24
9. Leave without Pay to Fill Elective Office	PDP-24
10. Sick Leave Injury	PDP-24
11. Sick Leave without Pay	PDP-24
12. Employees Job Performance Evaluation	PDP-6

Section B**BEREAVEMENT DAYS**

All employees covered by this Agreement shall be granted up to three (3) working days per 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, 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.

Section C**CONVENTION LEAVE**

Employee representatives shall be permitted an aggregate of six (6) working days each calendar year to attend Union conventions (e.g., 3 employee representatives for 2 days or 2 employee representatives for 3 days).

ARTICLE XVI**PERSONAL LEAVE**

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 (1ST) day of each year. Any employee hired on/or before August 31st of any year shall receive one (1) personal day allowance for the year. An employee hired on September 1st or thereafter of any year shall receive no credit for that year.

ARTICLE XVII

EMPLOYEE ASSISTANCE PROGRAM

A. All employees covered by this Agreement shall be entitled to be serviced under the Employee Assistance Program pursuant to the City of Newark, Division of Personnel, Department of Administration "Operating Policies and Procedures." Procedure Number PDP-40. Copies of this policy may be obtained from the Department of Personnel, City Hall.

B. The purpose of this program is to assist City employees who may be experiencing personal problems due to alcohol, drugs, finances, marital, legal, physical, or emotional problems that have a direct effect on his/her job performance. Their immediate supervisor will refer these individuals only if their problems on the job cannot be resolved independently or through normal supervisory assistance. The program will also service any employee who would like counseling on a voluntary basis.

ARTICLE XVIII

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, 2013, 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 XIX

LEAVES OF ABSENCE

Every employee subject to this Agreement may be granted a leave of absence according to applicable Department of Civil Service Regulations for the State of New Jersey, as periodically revised.

ARTICLE XX

EMPLOYEE TRAINING

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

B. The Union agrees that it will encourage employees to maintain acceptable and increased levels of competence by:

1. Keeping abreast of changes occurring in their fields, craft, trade, profession or occupation.
2. Participating in development activated in order to perform more efficiently in current and future assignments. These development activities may include on the job training and classroom training.
3. Realizing that not all training and development is directly related to their jobs and that they have a responsibility for self development.
4. Utilizing and share with fellow employee's new skills acquired through training.
5. The City will provide and plan for training and development of employees to meet acceptable and increasing levels of competence.
6. 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 that are completed by employees.

ARTICLE XXI

UNIFORMS

A.

1. The City shall furnish to each employee who routinely works outside, except recreation , but including motors, the following uniform items:

- 3 pair of pants;
- 2 insulated jumpers;
- 1 insulated winter jacket;
- 3 pair insulated, protective work gloves;
- 2 durable rain suits;
- 3 long sleeve shirts;
- 2 hats;
- 3 summer weight tee shirts or long sleeve shirts;
- 3 pair summer weight pants;
- 2 light weight caps;

2. In addition to the above uniform items, the employees in the Water Department shall receive:

- 1 pair of waterproof boots.

3. The City shall not be responsible for the laundering of the uniforms provided to each employee.

B. Employees furnished such uniforms shall report to work in said uniform ready to work at the appointed starting time. The employee shall be responsible for the custody of such uniforms. Any loss of all or portion of such uniform shall be paid for by the employee.

C. Present practices concerning the furnishing of foul weather gear shall be continued during the life of the Agreement.

D. Effective January 1, 1994, the provisions of the Article shall extend to all bargaining unit members represented by Local 617 in the Department of Engineering and Water and Sewer Utilities.

E. A uniform allowance shall be paid to each employee each year of the contract as indicated below.

Effective January 1, 2012, all employees covered under this Agreement shall be entitled to clothing allowance in the amount of \$500.00 per year.

Effective January 1, 2013, all employees covered under this Agreement shall be entitled to clothing allowance in the amount of \$500.00 per year

Effective January 1, 2014, all employees covered under this Agreement shall be entitled to clothing allowance in the amount of \$500.00 per year

*The City's practice concerning prorating a clothing allowance shall continue.

ARTICLE XXII**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 on its behalf will cause, authorized or support, or will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his position stoppage of work or abstinence in whole or part from the full faithful and proper performance or the employees duties of employment) work stoppages, slowdowns, walkouts or other job actions 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 members shall be deemed grounds for termination of employment of such employee or employees subjected, however to the application of the Civil Service Law.

ARTICLE XXIII**NON-DISCRIMINATION CLAUSE**

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

ARTICLE XXIV**SEPARABILITY AND SAVINGS**

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

ARTICLE XXV

LONGEVITY COMPENSATION

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

A. Longevity benefits shall be granted to all eligible employees covered by this Agreement in accordance with the provisions as outlined in Section 2:24-10, Title 2 of Revised General Ordinances of the City of Newark, New Jersey, 2000 as follows:

- (1) Longevity payments shall be made to each eligible employee covered by this Agreement in accordance to the following schedule:

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

B. Longevity shall be based on service with the City from the date of original appointment, temporary or permanent provided there is no interrupted service, longevity service shall be automatic.

C. 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.

D. The longevity credit shall be added to the employees salary and received by the employee at the time the longevity credit become due and shall be considered in total with the salary for pension purposes.

E. Additional compensation of any nature including overtime change of rate of payment for additional assigned duties will not be considered in computing longevity

payment nor shall such longevity payments be considered in computing change of rate, or additional assigned duties.

F. 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 the purpose of determining the completion of said cumulative periods of years of service with the City.

G. Longevity payments shall be considered as above and beyond any promotion in any title of any employee during his/her term of service. Each two percent (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.

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

ARTICLE XXVI**WAGES****Section A**

1. Effective January 1, 2012, the base salary of all employees shall be increased by 0%. However, all eligible employees shall receive a one-time stipend of one thousand dollars (\$1,000)¹.

Effective January 1, 2013, the base salary of all employees shall be increased by 2.0%.

Effective January 1, 2014, the base salary of all employees shall be increased by 2.0%.

2. All hourly rates shall be changed to an annual rate.

Section B

Once an employee has served in a higher title, as defined by the New Jersey Department of Personnel, or its successor, for one pay period, his/her rate of pay shall be at the rate of the higher title. Payment shall be calculated from the first day of service in the higher title.

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

ARTICLE XXVII**MISCELLANEOUS****Section 1****LABOR MANAGEMENT COMMITTEE**

A Labor Management Committee consisting of representatives of the City and the Union shall be set up for the purpose of reviewing issues of common interest. Such committee shall meet not less than three (3) times per year.

Section 2**AVAILABILITY OF CONTRACT**

Within sixty (60) days after the signing of this Agreement by the parties, the Union shall procure two-hundred (200) copies of this Agreement printed in a Union house, cost to be borne by the City.

Section 3**HEALTH AND SAFETY**

A. The City agrees to maintain a Safety Committee to review and make recommendations concerning safety and sanitary conditions at work locations. The Union shall appoint two (2) members to this committee.

B. The City agrees to exert every effort to provide for use of practices materials and Equipment to safeguard the health and safety of members in the unit.

Section 4**PHYSICAL**

Pursuant to the effective date of this Agreement, the City of Newark shall provide physical examinations for all newly hired employees prior to their starting date of employment.

All truck drivers shall be subject to random mandatory drug testing.

Section 5**TYPOGRAPHICAL ERRORS**

The correction of typographical errors and/or the correction of grammatical errors which do not change the meaning of the contract, upon notice to the other party, may be made by either party, at any time, and shall not be considered an unfair practice.

ARTICLE XXVIII**SENIORITY****Section 1**

Seniority is defined as total length of service of an employee with the City commencing with his/her later date of hire.

Section 2

Shall be made available to the Union annually showing the date of hire or last date of rehire of all employees in the bargaining unit. Seniority shall prevail in all matters where a preference may be established as provided by the New Jersey Department of Personnel Rules and Regulations.

Section 3

An employee shall on the day worked immediately following the successfully completion of the probationary period to be considered to have seniority as of the date of hire.

Section 4

The City shall provide the Union with a listing of all newly hired employees that are covered by this Agreement every thirty (30) days.

ARTICLE XXIX
MANAGEMENT RIGHTS

Section 1

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

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

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

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

D. The exercise of the foregoing powers rights authority duties and responsibilities of the City, the adoption of policies rules and regulations and practices in the furtherance thereof and the use of judgment and express terms are in conformance with the Constitution and Laws of the State of New Jersey and the United States.

E. Nothing contained herein shall be construed to deny or restrict the City of its rights responsibilities and authority under the Laws of the State of New Jersey or under any national, county, or local laws or Ordinances.

F. The Union shall be notified within forty-eight (48) hours prior to the implementation of any rules or regulation affecting any permanent change in hours,

wages or working conditions of employees in this unit by the City or any of its authorized administrators.

ARTICLE XXX**DURATION****Section 1**

This Agreement shall be in full force and in effect from January 1, 2012 and shall remain in effect up to and including December 31, 2014.

Section 2

The term of this Agreement shall continue in effect during the negotiations between the parties.

ARTICLE XXXI**FULLY BARGAINED PROVISIONS**


The Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were, or could have been, subject of negotiations.

The Agreement shall not be modified in whole or in part by the parties except by any instrument in writing executed by both parties.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals at Newark, New Jersey on this ____ day of 2012.

CITY OF NEWARK

CITY OF NEWARK


ROBERT P. MARASCO, CITY CLERK
1-22-13


CORY A. BOOKER, MAYOR

WITNESS:


KECIA DANIELS, PERSONNEL
DIRECTOR


JULIEN X. NEALS, BUSINESS
ADMINISTRATOR

APPROVED AS TO FORM:

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 617


ANNA PEREIRA, CORPORATION
COUNSEL


BY: RAHAMAN MUHAMMAD
PRESIDENT