

CITY OF NEWARK  
ESSEX COUNTY, NEW JERSEY

and

NEWARK COUNCIL NO. 21, NEWARK CHAPTER  
NEW JERSEY CIVIL SERVICE ASSOCIATION

AFFILIATED WITH IFPTE, AFL-CIO

JANUARY 1, 2007 through DECEMBER 31, 2008

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**PREAMBLE**

This Agreement, effective this 1st day of January, 2007 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 Newark Council No. 21, NEWARK CHAPTER, NEW JERSEY CIVIL SERVICE ASSOCIATION, affiliated with IFPTE, AFL-CIO, (hereinafter referred to as the "Association"), represents the complete and final understanding on all bargaining issues between the City and the Association and is designed to maintain and promote a harmonious relationship between the City and such of its employees who are covered by Article 1, Recognition , in order that more efficient and progressive public service may be rendered.

**ARTICLE I**  
**RECOGNITION**

In accordance with "Certification of Representation" of the Public Employment Relations Commission dated June 10, 1985 (Docket No. RO-85-48) the City recognizes the Association as the exclusive collective negotiations agent for all white collar workers and professional employees, employed by the City of Newark, New Jersey, but excluding inspectors as identified in RO-102, craft employees, managerial executives, supervisors within the meaning of the Act, confidential employees, department heads and deputy department heads and policemen covered in the aforementioned Certification.

The City also recognizes the Association as the exclusive collective negotiations agent for white collar and professional part-time employees. A part-time employee is defined as any employee who is regularly scheduled to work less than thirty-five (35) hours per week.

Those employees serving in the Water/Sewer Utility will continue to be represented by Newark Council 21 until such time as they become employees of NIMaC in accordance with all relevant laws and agreements affecting the relationship between the City and NIMaC.

## ARTICLE II

### MANAGEMENT RIGHTS

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

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

2. Subject to the provisions of law, to hire all employees, to determine their qualifications and conditions for continued employment and to assign, promote and transfer employees.

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

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

C. This Agreement is subject to the applicable laws of the State of New Jersey including N.J.S.A. 40A:1-1, et. seq., N.J.S.A. 11, et. seq., and the Employer/Employee Relations Act: and any other national, state, county or local laws and/or ordinances, provided nothing contained herein shall be construed as allowing the City to alter or change this Agreement. In addition,

nothing contained herein shall be construed to deny or restrict the City in the exercise of its rights, responsibilities and authority as provided by law.

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 with the City commencing with the latest date of employment in conformance with Civil Service regulations.
- B. In conformance with Civil Service Law and Regulations, employees with the greatest seniority will be given preference layoffs, recalls, job and shift assignments and vacation schedules, whenever possible and practicable.



## ARTICLE IV

### GRIEVANCE PROCEDURE

#### A. PURPOSE

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

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the department supervisory staff and having the grievance adjusted without the intervention of the Association.

#### B. DEFINITION

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Association or the City. Other grievances or other complaints shall end at Step Four of this Article.

#### C. STEPS OF THE GRIEVANCE PROCEDURE

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

The words "render a decision" or "decisions" used below includes the requirement that each such decision shall be in writing, with reasons, and that a copy thereof shall be delivered to the employee and Essex Council or its representative.

1. STEP ONE

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

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

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

2. STEP TWO

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

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

3. STEP THREE

a. In the event the grievance has not been resolved at Step Two, then within five (5) working days following the determination of the Division Head or within

five (5) working days following the time allotted for such decision, the matter may be submitted to the Director of the Department or his/her representative.

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

4. STEP FOUR

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

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

5. STEP FIVE

a. Should the aggrieved employee be dissatisfied with the decision of the Business Administrator or his/her representative, the Association may, within ten (10) working days from the date the Step Four decision is due or rendered, request arbitration. The arbitrator shall be chosen in accordance with the Rules of the Public Employment Relations Commission.

b. However, no arbitration hearing shall be scheduled sooner than thirty (30) days from the date the Step Four decision is due or rendered. In the event the aggrieved elects to pursue Civil Service procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The Association shall pay

whatever arbitrator's fees and 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 this Agreement or any amendment or supplement thereto, or to add new provisions to this Agreement or to any amendment or supplement thereto.

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

e. Employees and necessary witnesses shall have time off with pay to attend to grievances. The arbitrator shall set forth his/her findings of fact and reasons for making the award which shall be binding on the parties within thirty (30) days after conclusion of the arbitration hearing unless otherwise agreed to by the parties.

D. **CITY GRIEVANCES**

Grievances initiated by the City shall be filed directly with the Association within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within (10) calendar days after filing a grievance between the representative of the City and the Association in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made, either party may file the matter for arbitration in accordance with Step Five above, with the exception of matters which are cognizable before the Civil Service Commission under the provisions of Title 11. In the event the City elects to

withdraw the matter from arbitration, the City shall pay whatever cost may have been incurred in processing the case for arbitration.

## ARTICLE V

### ASSOCIATION REPRESENTATIVES

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

In an effort to foster cooperation between the City and the Association (Newark Chapter), Association Representatives (City employees only) will be permitted to utilize designated office space equipped with a telephone for the purpose of conducting Association business as it pertains to the City. The Association shall select three employee representatives who shall be permitted to spend a reasonable amount of time in processing grievances and in conducting Association business as it pertains to the City provided there is no interference with City services. The amount of time devoted to Association business other than the processing grievances shall not exceed, in the aggregate, five (5) man days per month.

## ARTICLE VI

### WORK WEEK

- A. Those employees covered by this Agreement who have a thirty-five (35) hour work week shall work seven (7) hours per day exclusive of the lunch period.
- B. Those employees covered by this Agreement who have a forty (40) hour work week shall work eight (8) hours per day exclusive of the lunch period.
- C. The City shall provide a 14-day notice in advance of non-emergency work schedule changes.
- D. The City desires to, at least initially through voluntary employee participation, provide new and extended hours to serve the public in such departments as Vital Statistics, Human Services, Medical Services, Code Enforcement and Tax Collections. It is estimated that no more than 50 volunteer employees will be needed to extend the hours currently served to on or about 8 a.m. to on or about 7 p.m. Monday through Friday and 8 a.m. to on or about 1 p.m. on Saturday. The parties will continue to negotiate the specifics of this program which will not increase the hours of work of any employees but will seek to incorporate concepts of "flex time." If after the trial period, as negotiated, volunteers for this purpose are inadequate, then the City will assign employees in the needed titles in inverse order of seniority.
- E. Employees who work tours shall receive at least 20 days notice of any tour change with involuntary tour changes being made only in inverse order of seniority.

## ARTICLE VII

### DEFINITION OF 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. Employees may be required to work a reasonable amount of overtime. Seniority shall be a factor in the assignment of overtime which shall be distributed as equitably as possible. All provisions of this Article shall apply to overtime which has been properly directed and authorized in advance by the appropriate department head or his/her designee(s).

#### B. COMPENSATORY TIME OFF OR CASH PAYMENT FOR OVERTIME

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

a. For those employees whose normal work day is less than eight (8) hours any overtime work beyond the maximum of that work day and up to eight (8) hours shall be compensated for at straight time (one time).

b. 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 for at straight time (one time up to forty (40) hours).

c. Work beyond eight (8) hours in any day or forty (40) hours in any calendar week shall be compensated for at one and one-half (1 1/2) time.



Effective January 1, 1998, the following language, included in paragraph B (1)(a) of this Article, shall be eliminated:

a. For those employees whose normal work day is less than eight (8) hours, any overtime work beyond the maximum of that work day and up to eight (8) hours shall be compensated for at straight time (one time).

Effective January 1, 1998, Article VII, Overtime, paragraph B (1)(c) shall read as follows:

c. Work beyond forty (40) hours in any calendar week shall be compensated for at one and one-half (1 1/2) time.

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.

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

Approval of the Division head shall not be unreasonably withheld. A reasonable attempt shall be made to provide the employee with the opportunity to utilize compensatory days within the calendar year in which they are earned. Compensatory time shall not be lost at time of termination or otherwise.

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

1. Employees who are regularly scheduled to work on a holiday, and who have worked less than forty (40) hours in that work week, shall receive straight time pay for the holiday and straight time for all work on the holiday. Those employees who have worked

forty (40) or more hours in that work week exclusive of holidays shall receive straight time for the holiday as such and time and one-half for all time worked on the holiday.

2. Employees who are required to work on a holiday in an emergency situation shall be compensated on the following basis:

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

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

c. An employee who is called in to work in an emergency situation or on his/her regular day off shall be compensated for a minimum of four (4) hours according to the scheduled hereinabove outlined for holidays.

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

**ARTICLE VIII**  
**COMPENSATION**

A. Effective January 1, 2007, the 2006 base salary of each employee will be increased by 3% across the board.

B. Effective January 1, 2008, the 2007 base salary of all employees shall be increased by 3% across the board.

C. The parties recognize that all City employees during the calendar year 2007 and thereafter are subject to the establishment of a Performance Evaluation System (System), which generally, measures performance for each title in the City. The aforesaid System is being established for employees represented by the Association. The parties shall continue to discuss issues which may be raised by either party in connection with the provisions of the System, it being contemplated that such meetings will be between the President of the Association and the Business Administrator. Employees who, during 2007, meet performance standards and/or exceed performance standards for their positions will receive, effective January 1, 2008, an additional ½% (a total of 3 ½%) across-the-board increase. The aforesaid System will incorporate concepts of performance standards, with the employee being given due notice of the nature of the standards and also being provided with periodic written and oral reviews of performance, with an opportunity to improve performance over a reasonable period of time. This opportunity will also include counseling, and reasonable opportunities to meet standards, as to employees who may fail to meet standards as to a particular performance criteria.

The City and Council 21 will establish through future negotiations a Performance Review Committee ("Committee") consisting of three (3) representatives chosen by the City and three representatives chosen by Council 21. If an employee does not believe that his or her

performance evaluation accurately assesses performance, the employee, through the Association, may file an appeal with the Committee. The Committee will meet and review information submitted by the employee and his or her supervisor, and may meet with both of those parties. If the employee and the Association are dissatisfied with the determination of the Committee, the Business Administrator or his designee, will seek to resolve all issues raised with the President of the Association, but in the absence of an agreement a third party neutral shall be appointed by agreement as to that party by establishing a committee of one (1) management representative, one (1) labor representative and a third party to be identified from Seton Hall Law School. It is intended that all such appeals will be heard on an expedited basis, but nevertheless in any fair fashion.

D. The parties recognize that certain employees covered by this Agreement are subject to working on shifts as has been established by past practice. These employees include employees known as Police Aides, Police Guards, Animal Control employees, and Fire Administrative staff. The salaries of such employees, effective January 1, 2007, shall be adjusted so that their minimum base salary is \$32,500.00. The parties agree that the across the board increases for 2007 and 2008 will be added to the minimum.

E. All compensation procedures, promotion increases and increment schedules shall be in accordance with the City of Newark Master Pay Grade Schedule and in accordance with applicable City ordinances except that upon expiration of this Agreement (i.e.: 12/31/08) there shall be no automatic salary adjustment or step increases until a successor Agreement is reached. The parties recognize that other employee groups in the City have concepts of annual increments up until maximum salary is reached, in addition to across-the-board increases. The Association and the City shall explore the issue of the restoration of increments in future Agreements.

- F. 1. Longevity benefits shall be granted to all eligible employees covered by this Agreement in accordance with ordinance 6S & Fh adopted November 2, 1966, as follows and in accordance with the following schedule:

Beginning January 1, following the 10th year of service - 4%

Beginning January 1, following the 15th year of service - 6%

Beginning January 1, following the 20th year of service - 8%

Beginning January 1, following the 25th year of service - 10%

Beginning January 1, following the 30th year of service - 14%

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

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

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

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

6. Any interruption of service due to a cause beyond the control of the employee, or for military service, injury or illness, shall be considered as service for the City for the

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

7. Longevity payments shall be considered as above and beyond any promotion in any title of any employee during his/her term of service. Each 2% longevity credit shall be based upon permanent salary received by the employee as of January 1, of the preceding year and the same percentage shall be paid each succeeding year until such employee reaches the next longevity step. For the purposes of this section MOET employees shall be considered to have a permanent salary.

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

G. 1. All employees covered by this Agreement serving in the title of Court Attendant and Police Guard shall receive an annual clothing allowance of \$400.00 which shall be payable on the second pay day in the month of June. Such employees shall be responsible for the purchase, maintenance and replacement of all uniforms. Any such employee who does not complete a full calendar year of service with the City shall only be entitled to a pro rata share of the clothing allowance based on the length of the employee's service during the calendar year. Effective July 1, 2007, the clothing allowance shall be increased by \$50.00, to \$450.00.

2. All employees who assist Medical/Dental staff in the "Clinics" shall receive an annual clothing allowance of \$50.00 as a supplement for uniform, work related clothing, which shall be payable on the second pay day in the month of June. Additionally, the City will supply "scrubs" for those employees.

3. All employees in the Fire Department covered by this Agreement in the titles of Fire Prevention Specialist, Communication Operator as well as all members of the Community Relations Unit who are required to wear uniforms shall receive a uniform allowance of \$400.00. Effective July 1, 2007, the clothing allowance shall be increased by \$50.00, to \$450.00. Fire Administrative staff employees shall receive new uniforms on or before July 1, 2007.

4. All employees in the Police Department covered by this Agreement in the titles of Parking Enforcement Officer and Police Aide shall receive a uniform allowance of \$400.00. Effective July 1, 2007, the clothing allowance shall be increased by \$50.00 to \$450.00

Employees serving in the titles set forth in paragraphs 3 and 4 above, shall be responsible for the purchase, maintenance and replacement of all uniforms and work related clothing. Any such employee who does not complete a full calendar year of service with the City shall only be entitled to a pro rata share of the clothing allowance based on the length of the employee's service during the calendar year.

H. Employees who work and/or are assigned work in higher salaried titles for over ten (10) consecutive days, shall be paid at the higher salary rate during the period of time such work is performed.

## ARTICLE IX

### HOLIDAYS

Paid holidays shall be granted to all employees subject to this Agreement in accordance with the schedule ordained by the Municipal Council to be effective commencing January of each year.

All employees serving in the titles of Public Safety Telecommunicator Trainee, Public Safety Telecommunicator, Supervising Public Safety Telecommunicator, and Chief Public Safety Telecommunicator in the Fire Department shall be paid for the holidays as mentioned above in two installments: one installment in the month of July and the other installment in the month of December. In the event that the employee resigns or otherwise separates employment from any of the above positions, or from the City, the holiday pay shall be pro-rated.

All employees serving in the title of Police Aide and Police Guard shall be paid for the holidays as mentioned above in two installments: one installment in the month of June and the other installment in the month of December. In the event that the employee resigns or otherwise separates employment from any of the above positions, or from the City, the holiday pay shall be pro-rated.



## ARTICLE X

### 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 2:14-5, Title 2 of the Revised Ordinances of the City of Newark, New Jersey, 1966, as follows:

During an employee's first 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.

Effective January 1, 1991, each eligible employee covered by this Agreement shall be entitled to seventeen (17) 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 and up to the completion of twenty-five (25) years of service. Twenty-three (23) working days vacation after the completion of twenty-five (25) years of service and thereafter.

Effective January 1, 1992, each eligible employee covered by this Agreement shall be entitled to twenty-five (25) working days vacation after the completion of twenty-five (25) years of service and thereafter.

B. For the purposes 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 accumulated 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 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) month's vacation credit for the month. An employee terminated on the twenty-fourth (24th) day of the month and thereafter shall receive one (1) month's vacation credit for the month.

C. An employee who is on leave of absence without pay shall not earn vacation credits while on such leave nor shall he/she be granted vacation leave based upon prior earned credits until he/she shall return to active status. Upon return to active status, an employee who has been on an

approved leave of absence without pay shall receive vacation leave in accordance with the provisions of this Article and based upon the employee's continuous service which shall be calculated from the employee's last employment date. An employee's continuous service, however, shall not include the length of time of any approved leave of absence without pay.

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

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

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

G. All part-time employees shall receive vacation credit allowance on a proportionate basis. Seasonal employees are not eligible to earn vacation leave.

H. Vacation leave allowed for any given year should be used during the year in which it is granted. Where in any calendar year the vacation leave or any part thereof is not granted by reason of the pressure of the City's business, such vacation periods [or] parts thereof not granted shall accumulate and shall be granted during the next succeeding year only. Under no circumstances shall more than one (1) year of earned vacation leave be carried over into the following year.

I. An employee who becomes ill or incapacitated while on vacation may upon proper notification and verification to the Department Director 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 Department Director.

J. Vacation leave is not transferable from one grant program to another, nor from a grant program to the City, nor from the City to a grant program. An employee involved in changes of this nature shall be paid for any vacation leave due [to] him/her or shall reimburse the City on a pro-rata basis for any vacation time taken but not earned in the year in which the termination becomes effective. The employee shall then earn vacation leave during his/her 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 the determination of vacation credits due where the employee has completed ten (10) continuous years of service or more.

## ARTICLE XI

### HEALTH INSURANCE AND LIFE INSURANCE

A. The City agrees to continue to provide Health Insurance coverage during the lifetime of this Agreement for all employees and their eligible dependents in accordance with the following health benefits plan: Blue Cross hospitalization plan; Blue Shield "P.A.C.E." Medical-Surgical Plan; and Aetna Major Medical with a \$250,000.00 individual lifetime maximum.

Effective January 1, 2004, the Major Medical individual lifetime maximum shall be increased from \$250,000.00 to \$500,000.00 for active employees. Effective January 1, 2005, the Major Medical Lifetime Maximum shall be increased from \$500,000.00 to \$750,000.00 for active employees. Effective January 1, 2006, the Major Medical Lifetime Maximum shall be increased from \$750,000.00 to \$1,000,000.00 for active employees.

Effective January 1, 2004, the Major Medical annual deductible shall be increased from \$100.00 to \$150.00 for active employees. Effective January 1, 2005, the Major Medical annual deductible shall be increased from \$150.00 to \$200.00 for active employees. Effective January 1, 2006, the Major Medical annual deductible shall be increased from \$200.00 to \$250.00 for active employees.

B. Each Employee shall assume via payroll deduction, twenty-five percent (25%) of the additional premium difference between the cost of the Blue Shield 14/20 Series Medical-Surgical Plan and the cost of the P.A.C.E. Medical-Surgical Plan.

C. An employee represented by this collective bargaining unit who is eligible for dependent coverage under any medical, dental or prescription drug benefit plan sponsored by the City of Newark shall be entitled only to such dependent coverage for said plan and shall not be entitled to coverage as a subscriber to said health plan provided under this Agreement except that 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.

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

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

E. Eligible retirees, with twenty-five (25) years of continuous service, and their eligible dependents shall be entitled to: Blue Cross Hospitalization Plan; Prudential 1400B Medical-Surgical Plan; and Prudential Major Medical Plan. Said coverage is to continue until such time as the retiree attains the age of sixty-five (65) and is thereby eligible for coverage under Medicare as described below.

F. Effective January 1, 1990, the individual Lifetime Maximum under the Prudential Major Medical Plan shall be increased to \$250,000.00 for employees who retire on or after January 1, 1990. Effective January 1, 2005, increase Major Medical Lifetime Maximum from \$250,000.00 to \$1,000,000.00 and Major Medical annual deductible from \$100.00 to \$250.00 for those employees who retire on or after January 1, 2005.

G. Effective April 1, 2001, for those eligible employees who retire on or after January 1, 2001, the 1400B Medical-Surgical Plan shall be replaced with the Blue Shield 14/20 Plan.

H. The Blue Cross Hospitalization Plan and the Blue Shield P.A.C.E. Medical-Surgical Plan cover eligible dependent children until the end of the calendar year in which their nineteenth (19<sup>th</sup>) birthday occurs. The Prudential 1400B Medical-Surgical Plan and the Prudential Major Medical Plan cover eligible dependent children until the date on which the nineteenth (19<sup>th</sup>) birthday occurs unless both of the following conditions are met: (a) the child is wholly dependent

upon the employee for support and maintenance; and (b) the child is enrolled as a full-time student in an educational institution; in which case eligible dependent children shall be covered until the date on which their twenty third (23<sup>rd</sup>) birthday occurs.

Effective at full execution of the 2003-2006 contract, all benefits conferred upon retirees as per the collective bargaining agreement shall be provided to those employees who retire on or after January 1, 1996 with twenty-five (25) years of aggregate service with the City of Newark.

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

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

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

All eligible employees 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.

L. All eligible employees covered by this Agreement who are retired on an accidental disability retirement on or after January 1, 1987, with less than twenty-five (25) years of continuous service shall receive the same health benefits as those employees who retire with twenty-five (25) years of continuous service.

M. 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.

N. All employees governed by this Agreement who select HMO coverage shall pay the difference between the cost of an HMO and the City's share of the combined cost of the Blue Cross/Blue Shield P.A.C.E. Plan and the Prudential Major Medical Plan, if the HMO monthly premium is higher.

O. Each active employee covered by this Agreement shall be covered by the insurance carrier or the City, with a \$15,000.00 Life Insurance Death Benefit plus \$30,000.00 Accidental Death and Dismemberment coverage.

The Life Insurance Death Benefit shall be reduced to a total of \$1,500.00 for all employees who retire after the execution of this Agreement and who shall have completed a minimum of fifteen (15) years of service with the City of Newark.

Effective January 1, 1997, the aforementioned Death Benefit and Accidental Death and Dismemberment coverage shall be eliminated for active employees, and for those who retire on or after January 1, 1997.

P. Said Life Insurance Death Benefit coverage shall apply only to employees of the City of Newark and to eligible dependents.

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



R. 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.

S. The City shall provide a Prescription Plan during the lifetime of this Agreement to eligible employees and their eligible dependents. The Prescription Plan shall provide for a One Dollar and Fifty Cents (\$1.50) co-payment per prescription for generic drugs and a five dollar (\$5.00) co-payment per prescription for brand-name drugs.

Effective January 1, 2004, the aforementioned co-payment shall be increased from \$1.50 to \$5.00 for generic drugs and from \$5.00 to \$10.00 for brand-name drugs.

T. The City agrees to provide a Dual Choice Dental Plan for all eligible employees covered by this Agreement, and their eligible dependents. In the event that an employee chooses the Open Panel, the employee, shall pay the premium difference between the cost of the Closed Panel and the cost of the Open Panel.

1. The eligible employees covered by this Agreement who select and participate in a Closed Panel dental plan, shall have their co-payment decrease from the present level of fifty percent (50%) to twenty percent (20%); the carrier shall pay eighty percent (80%) of the Usual Customary Rate (UCR) for certain designated procedures, in accordance with schedules issued by the carrier.

2. For employees covered by this Agreement who select and participate in an Open Panel Dental Plan, the employee's contribution through payroll deduction shall be eliminated.

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

## ARTICLE XII

### SICK LEAVE

#### A. GENERAL

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

#### B. SERVICE CREDIT FOR SICK LEAVE

1. All permanent employees and provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.
2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods because of death in the employee's immediate family or for the attendance of the employee upon a member of his/her immediate family who is seriously ill.

#### C. AMOUNT OF SICK LEAVE

1. Sick leave with pay shall accrue to any full time employee on the basis of one (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.
  - 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 service is terminated between the first (1st) and eighth (8th) day of the month shall not receive sick leave credit for the month. An employee whose service is terminated between the ninth (9th) and twenty-third (23rd) day of the month shall receive one-half (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.

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

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

Effective January 1, 1982, the City agrees to implement the following program to convert unused sick time into a cash payment for the employees covered in this Agreement at the time of their retirement.

1. For an employee who has accumulated zero (0) to fifty (50) days of unused sick time at the effective date of retirement there shall be no payment.
2. For an employee who has accumulated fifty-one (51) to one hundred and fifty (150) unused days of sick time inclusive, at the effective date of retirement there shall be a payment in the amount of twenty-five (25%) percent of the value of sick days exceeding 50 days computed on the average daily base permanent salary, exclusive of longevity, overtime, and all other compensation of the employee for the 12 months preceding the effective date of retirement.
3. For an employee who has accumulated more than one hundred and fifty (150) days of unused sick time at the effective date of retirement there shall be a payment as in Section B above for the first 150 days and a payment in the amount of fifty percent (50%) of the value of the remaining accumulated sick time computed on the average daily base permanent salary, exclusive of longevity, overtime and all other compensation of the employee for the 12 months preceding the effective date of retirement up to a total maximum of twelve-thousand dollars (\$12,000.00).
4. Effective January 1, 1990, for an employee who has accumulated fifty-one (51) to one hundred and fifty (150) unused days of sick time inclusive at the effective date of retirement there shall be a payment in the amount of thirty-five percent (35%) 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.

5. Effective January 1, 1991, for an employee who has accumulated more than one hundred and fifty (150) days of unused sick time at the effective date of retirement, there shall be a payment in accordance with the existing Agreement for the first one hundred and fifty (150) days and a payment in the amount of sixty percent (60%) of the value of the remaining accumulated sick time computed on the average daily base permanent salary, exclusive of longevity, overtime and all other compensation of the employee for the twelve (12) months preceding the effective date of retirement up to a total maximum of fifteen-thousand dollars (\$15,000.00).

E. **REPORTING OF ABSENCE ON SICK LEAVE**

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

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

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

F. **VERIFICATION OF SICK LEAVE**

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

- a. An employee who has 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 a 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.
  - b. The City may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.
2. In case of leave of absence due to exposure to a contagious disease, a certificate from the Department of Health shall be required.
  3. 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 physician designated by the City may consult with the employee's physician and shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

**ARTICLE XIII**

**LEAVE OF ABSENCE**

A. 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.

B. Any employee who is a duly authorized representative of Essex Council shall be granted a Leave of Absence with pay to attend a State Convention of the New Jersey Civil Service Association pursuant to the provisions of N.J.S.A. 38:23-2; and, N.J.A.C. 4:1-17.9.

C. The provisions of N.J.S.A. 2A:69-5 shall apply for employees covered in this Agreement.



**ARTICLE XIV**

**DISABILITY LEAVE**

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

## ARTICLE XV

### PERSONAL AND BEREAVEMENT LEAVE

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

Employees covered by this Agreement shall be entitled to two (2) bereavement days upon the death of the employee's parents, siblings, spouse or children. Additional bereavement leave is chargeable to sick leave pursuant to Article XII. Proof of loss may be required.

## ARTICLE XVI

### TRAVEL ALLOWANCE

Effective January 1, 1992, all eligible employees (as defined in PDP-42; Daily Travel Reimbursement) covered by this Agreement who utilize a personal vehicle on a full-time basis or on a regular basis as an essential part of the performance of his/her official duties and responsibilities shall be entitled to receive payment from the City at the rate of \$7.50 per diem for each working day on which the employee so uses his/her personal vehicle. Effective July 1, 2007, the daily rate will increase to \$11.00 per day.

Effective April 1, 2001, employees whose jobs entail travel on a full-time basis or on a regular basis and who have been incurring out-of-pocket bus expenses shall be furnished with a bus card.

## ARTICLE XVII

### EMPLOYEE TRAINING

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

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

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

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

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

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

## ARTICLE XVIII

### BULLETIN BOARDS

Bulletin Boards shall be made available by the City at each work location for use by the Association for the purpose of posting Association announcements and other information of a non-controversial nature. The Department Director, or his/her representative may remove from that department's Bulletin Board(s) any material which does not conform with the intent and provisions of this Article.

## ARTICLE XIX

### EMPLOYEE PERFORMANCE

A. The Association agrees to support and cooperate with the City and the City agrees to support and cooperate with the Association in improving employee performance. In furtherance thereof the Association 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 Association and the public at large.

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

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

D. An acceptable level of 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, un-dependability, 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 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.

F. 1. Hearing officers assigned by the City in connection with disciplinary actions shall not have been involved in the matters which are the subject of the discipline, and reasonable efforts shall be made so that such hearing officers are fair and impartial. Disciplinary charges shall be brought within thirty (30) days of the events which are the subject of the discipline (or when the City should reasonably have learned of the infraction), and hearings shall be scheduled no more than 30 days after the charges are brought.

2. During disciplinary hearings, concepts of fair notice and fair play will be observed with reasonable discovery being provided at the request of either party by the other party. Each side shall have the right to have witnesses attend the hearing and shall cooperate in connection with such attendance.

## ARTICLE XX

### DEDUCTIONS FROM SALARY

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

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association 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 Association, signed by the President and Secretary of the Association, advising of such changed deduction.

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



## ARTICLE XXI

### REPRESENTATION FEE IN LIEU OF DUES

A. All employees in the bargaining unit who are not members of the Association shall be required to pay a representation fee, in lieu of dues, for services rendered by the Association.

B. The representation fee shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the Association to its own members, less the cost of benefits financed through the dues, fees and assessments, and available to, or benefiting only its members, with a maximum limit of eighty-five percent (85%) of the regular membership dues, fees and assessments.

C. (1) The Association shall establish and maintain a "demand and return" system which provides pro-rata returns, as required by N.J.S.A. 34:13A-5.5 and N.J.S.A. 34:13A-5.6.

(2) Any non-member employee who pays a representation fee to the Association in lieu of dues shall have the right to demand and receive from the Association a return of any portion of that representation fee which represents the non-union member's pro-rata share of expenditures by the Association that are in aid of activities or causes of a partisan, political or ideological nature only incidentally related to the terms and conditions of employment of such employee or applied toward the cost of any other benefits available only to members of the Association.

(3) Any non-member employee shall be entitled to a review of the amount of the representation fee by requesting the Association to substantiate the amount charged for the representation fee. The Association shall establish and maintain such a review system and shall submit a copy of its review system to the City. The deduction of the representation fee shall be available only if the Association establishes and maintains this review system.

D. The Association shall be entitled to the representation fee, only if membership in the Association 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 Association.

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

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

(2) The Association 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.

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

(4) Obligation to pay the representation fee shall start the thirtieth (30) 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 and who continued in the employ of the employer in an excluded position, and individuals being re-employed in the bargaining unit from a re-employment list.

G. As of the date of the signing of the Agreement by both parties, the City of Newark agrees to commence agency fee deductions for the Association upon receipt of verifications from the Association that all unit members have received notice of the “demand and return” procedures in a manner which conforms with Boonton v. Kramer, (Docket CI-82-32-124), and a copy of the “demand and return” system.

H. The Association 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 XXII

### NO STRIKE AND LOCKOUT PLEDGE

A. During the term of this Agreement the Association agrees on behalf of itself and insofar as it is legally possible on behalf of each of its members that there will be no strike of any kind and the City agrees that it will not cause any lockout.

B. The Association covenants and agrees that neither the Association nor any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his/her position, or stoppage of work or sustenance in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the City. The Association agrees that such action would constitute a material breach of this Agreement.

C. In the event of a strike slowdown, walkout, or job action, it is covenanted and agreed that participation in any such activity by an employee shall be deemed grounds for disciplinary action including termination of such employee or employees subject, however, to the application of the Department of Civil Service Regulations.

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

## ARTICLE XXIII

### HEALTH AND SAFETY

The parties recognize that from time to time there may be health issues affecting specific areas of the workplace. When there are such adverse health issues which create an unsafe working environment, employees shall notify the City's Health and Safety Committee to have the problem addressed. The City recognizes that when the workplace causes adverse health conditions to employees, employees will not be required to work at that particular location, but will be relocated to another safe and healthy location.

The parties will continue to seek to negotiate secure parking for employees covered by this Agreement.

**ARTICLE XXIV**

**NON DISCRIMINATION**

A. There shall be no discrimination by the City or the Association against any employee on account of race, color, creed, sex or national origin.

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

ARTICLE XXV

SEPARABILITY AND SAVINGS

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

**ARTICLE XXVI**

**FULLY BARGAINED PROVISIONS**

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

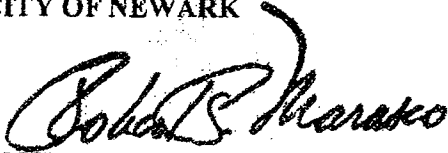
**DURATION**

A. This Agreement shall be in full force and effect as of January 1, 2007 and shall remain in effect, to and including, December 31, 2008.

B. This agreement shall continue in full force and effect from year to year therefore, unless one party or the other gives notice in writing at least ninety (90) days prior to the expiration date of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals at Newark, New Jersey on this \_\_\_\_ Day of \_\_\_\_\_ 20\_\_.

CITY OF NEWARK



ROBERT P. MARASCO, CITY CLERK

1-9-08

CITY OF NEWARK

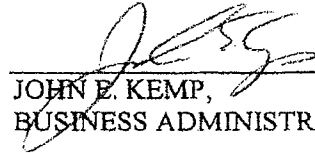


CORY BOOKER, MAYOR

WITNESSED:

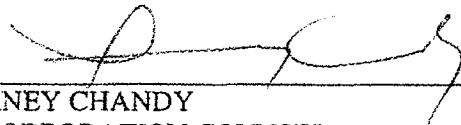


MICHELE RALPH-RAWLS  
PERSONNEL DIRECTOR



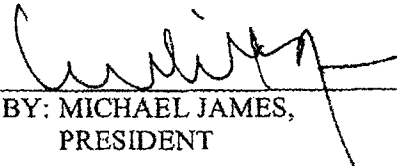
JOHN E. KEMP,  
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:



ANEY CHANDY  
CORPORATION COUNSEL

NEWARK COUNCIL NO. 21



BY: MICHAEL JAMES,  
PRESIDENT