

7RR 060706

Resolution of the City of Newark, N.J.

NO. 7RR

Date of Adoption JUN 07 2006

Resolution ratifying and authorizing execution of a labor agreement between the City of Newark and Service Employees International Union, Local 617 (School Traffic Guards), for period commencing January 1, 2006 to its date of adoption and ending December 31, 2009.

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified by

[Signature]
Corporation Counsel

[Signature]
Title

Council Member Council of the whole

presents the following Resolution:

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

1. That the Service Employees International Union, Local 617 (School Traffic Guards) has been certified by the Public Employment Relations Commission as the majority representative for certain employees of the City of Newark, New Jersey, as that term is defined in the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq.
2. That the City of Newark has negotiated in good faith with said majority representative over terms and conditions of employment for the period covering January 1, 2006 through December 31, 2009.
3. That as a result of collective bargaining negotiations and settlement, the terms and conditions of employment for the aforementioned period have been imposed upon the parties and are incorporated into the Labor Agreement attached hereto. The agreement shall be binding upon all employees in the unit represented by said majority representative, whether or not they are members of such representative, as provided in N.J.S.A. 34:13A-5.3.
4. That the Mayor and Business Administrator of the City of Newark, New Jersey, are hereby authorized to execute the aforementioned Labor Agreement on behalf of the City of Newark, New Jersey.
5. That the executed copy of the Labor Agreement be filed with the Office of the City Clerk, and the Public Employment Relations Commission c/o Public Sector Librarian, IMLR Library - Rutgers University, Ryders Lane and Clifton Avenue, New Brunswick, New Jersey 08903 as required by N.J.S.A. 34:13A-8.2.
6. Any modifications in health benefits provisions effectuated in the above referenced contract are hereby incorporated by reference into this resolution.

CITY CLERK'S OFFICE
NEWARK, N.J.
JUN 07 2006

STATEMENT

This resolution ratifies and authorizes the execution of a labor agreement between the City of Newark and Service Employees International Union, Local 617 (School Traffic Guards) for the period commencing January 1, 2006 to its date of adoption and ending December 31, 2009.

resolu.sciu.x-guard

**CERTIFIED TO BY ME THIS
14th DAY OF JUNE, 2006**

Do not use space below this line

RECORD OF COUNCIL VOTE ON FINAL PASSAGE														
Council Member	AYE	NAY	NV	AB	Council Member	AYE	NAY	NV	AB	Council Member	AYE	NAY	NV	AB
AMADOR				✓	BRIDGEFORTH	✓				QUINTANA				✓
BARAKA	✓				ORCHADO		✓			WALKER	✓			
BELL				✓	CHANEYFIELD JENKINS	✓				BRADLEY, Pres.	✓			

✓ Indicates Vote

AB - Absent

NV Not Voting

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

[Signature]
President of the Council

JUN 07 2006
[Signature]
City Clerk

Agreement

Between

City of Newark

And



*Service Employees International Union, Local 617
(School Traffic Guards)*

January 1, 2006 through December 31, 2009

Preamble

This *Agreement* effective this first of *January, 2006*, 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 to as the "*Union*") represents the complete and final understanding of all bargain able 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 service letter of the *New Jersey Public Employment Relations Commission* dated *November 18, 1977 (Docket No. Ro. 73-77)* the *City* recognizes the *Union* as the exclusive collective negotiating agent for all *School Traffic Guards* employed by the *City of Newark, New Jersey*.

Article II- Bulletin Boards

Bulletin Boards may be made available at appropriated work assignment locations for the use of the *Union* for the purpose of posting *Union*, announcements and other information. The *Director* and / or *Traffic Division Head* or her/ his representative may have removed from the Bulletin Board any material which does not conform to the intent and provision of this *Article*.

Article III- Grievance Procedures

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 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 rights 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

To term "*grievance*" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of employment and may be raised by an individual, the *City* or the *Union*.

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 and provided that the Union Representative may, at the option of the aggrieved be present at *Step One* and shall have the right to be present and participate at each step of the grievance procedure thereafter, especially if the grievance should lead to suspension.

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

Step One

1. An aggrieved employee may institute action under the provisions hereof within **Five (5) working days** of the occurrence and an earnest effort shall be made to settle the issue between the aggrieved employee and the immediate supervising sergeant in charge for the purpose of resolving the matter informally.

Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance.

2. The immediate supervising Sergeant in charge, after consultation and approval by the **Traffic Division Head**, shall render a decision within **seven (7) working days** following the step of the grievance.

Step Two

1. In the event the grievance has not been resolved at **Step one**, then within **seven (7) working days** following the determination of the supervisor or within **seven (7) working days** following the time allotted for such decision, the matter may be submitted, in writing to the **Police Chief** or his/ her representative.

2. The **Police Chief** or his/ her representative shall review the matter and render a decision within **five (5) working days** following the receipt of the complaint.

Step Three

1. In the event the grievance has not been resolved at *Step Two (2)*, within the *five (5) working days* following the decision of the *Police Chief* or within *five (5) working days* following the time allotted for such decision the matter may be submitted, in writing, to the *Director of the Department of Police* or his/her representative.
2. The *Director* or his/ her representative shall review the matter and render a decision within *Five (5) working days* following the receipt of the complaint.

Step Four

1. In the event the grievance has not been resolved at *Step Three (3)*, within *five (5) working days* following the decision of the *Director* or within *five (5) working days* following the time allotted for such decision the matter may be submitted, in writing, to the *Business Administrator* or his/her representative.
2. The *Business Administrator* or his/her representative shall review the matter and render a decision within *Ten (10) working days* following the receipt of the complaint.

Step Five- Arbitration

1. Should the aggrieved employee be dissatisfied with the decision of the *Business Administrator* or if there is no decision, the *Union* may within *ten (10) working days* request *Arbitration*, either from when the *Step Four* decision is due or when the *Step Four* decision is rendered. The Arbitrator shall be chosen in accordance with the rules of the *New Jersey State Public Employment Relations Commission*.
2. In the event the aggrieved elects to pursue *Civil Service Procedure*, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. In this event the *Union* shall pay whatever arbitration fees and cost may have incurred in processing the case to arbitration.
3. The *Arbitrator* shall be bound by the provisions of this *Agreement* and restricted to the application of the facts presented to him/her involved in the grievance. The *Arbitrator* shall not have the authority to add to, modify, detract from or alter any amendment or supplement thereto or to add new provisions to this agreement or any amendment or supplement thereto.

4. The cost of the services of the *Arbitrator* or other pertinent supplemental cost shall be borne equally by the *City* and the *Union*. Any other expenses incurred, including but not limited; to the presentation of witness, shall be paid by the party incurring the same. Cost of a steno record, shall be paid by the party requesting the same, unless both parties agree to pay the cost.

5. The *Arbitrator* shall set forth his findings of facts and reasons for making the award, which shall be binding on the parties within *Thirty (30)* days after the conclusion of the arbitration hearing unless agreed to otherwise by the parties.

6. City Grievances:

Grievances initiated by the *City* shall be filed directly with the *Union* within *Ten (10)* calendar days after the event-giving rise to the grievance has occurred. A meeting shall be held within *Ten (10)* calendar days after filing a grievance between the representative of the *City* and the *Union* in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made, either party may file for arbitration in accordance with *Step Five (5)*.

Article IV- Work Week

Section 1.

The *City*, insofar as possible, shall maintain the current work week of approximately *four (4) hours* per day, *twenty (20) hours* per week according to a normal *five (5)* days school session week.

Section 2.

The *City* reserves the right to schedule and alter the starting and ending of the work day according to needs of particular services at the school crossings for particular school sessions providing the schedule noted in *Section One (1)* is adhered to.

Section 3.

Whenever an employee is assigned to work on a specified *Newark Public School holiday* beyond the schedule set forth in *Section One (1)* above, such time shall be considered overtime and the employee shall be paid at the rate of *time and one half (1 ½)* his/ her base pay. Overtime required on a normal workday for special reasons shall be compensated at *time and one – half-hour (1 ½)*. Such overtime must be authorized by the *Deputy Chief* in charge of the *Traffic Division*.

Section 4.

The *City* reserves the right to assign *School Traffic Guards* according to the needs of the *City* to maintain appropriate coverage at designated school traffic crossings.

Section 5.

An employee retained for the summer schedule shall not have continuity of services broken providing the employee is employed for the school term following. Said employee shall be compensated according to present compensation schedules for summer schedule work, as promulgated by the *Newark Public Schools* prior to the commencement of the summer school session.

Article V- Leave of Absence / Personal Leave

Section 1.

Any employee may be granted, with the approval of the *Director* or *Acting Director* of the Department and the *Mayor*, leave with out pay up to a maximum of *six (6) months*, provided he/she shall make such request of the Officer in charge at least two weeks (2) in advance of the date for which such leave is requested, except in the event of an emergency, in which case only reasonable notice for such request shall be required. Requests for leave without pay shall not be unreasonably denied.

Section 2.

Leave of absence beyond a total consecutive maximum period of *six (6) months* may be granted only by the approval of the *Director* or *Acting Director* and the *Mayor*, which approval may not be unreasonably denied. No further renewal will be granted except upon the approval of the *Director, the Mayor and the New Jersey Department of Personnel (civil services)*.

Section 3.

Any employee granted leave of absence shall have the right to apply for maintenance on the basis of all employees in any employee welfare plans available to *City* employees for hospital costs, medical surgical benefits, major medical insurance and any other such benefits upon regular payment by the employee or on his/ her behalf to the insurance carrier for continued participation in such employee welfare plans, provided the *City* or designated insurance carrier will permit it.

Section 4.

Employees shall be granted Maternity leave up to accumulated sick leave credits and then they shall request a leave of absence as per section *One (1)* of this article.

Section 5.

Effective *January 1st, 1990*, 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 the calendar year in which it is earned or it will be forfeited. The personal day shall be credited to an employee on the first day of the year. Any employee hired on or before *August 31st* of any year shall receive one personal day allowance for that year. An employee hired on *September 1st* or thereafter shall receive no credit for that year.

Article VI- Holidays

Section 1.

Paid holidays shall be granted to the *School Traffic Guards* covered in the *Agreement* according to the official school calendar, established each year by the *Newark Public Schools*, to the extent that it coincides with the official holiday schedule promulgated by the *Newark City Council*, all other holidays or recess periods inconsistent therewith shall be taken as vacation days. Those days explicitly denoted, as *Official Holidays* within the concept of *National, State or Local laws*, shall be considered paid holidays. School closings for days other than noted above shall not be considered as paid holidays.

Section 2.

Those days noted on the *Newark Public School calendar* as vacation periods or school closings for conventions shall be considered as *School Traffic Guards* vacation period, including *Christmas, Easter, and Spring Recess*, not excluding others.

Section 3.

The days other than official paid holidays or vacation periods, when schools are closed may be utilized by the *Police Department* to establish training and / or orientation programs. Said days when employees are called in for training and / or orientation shall be paid for at the regular rate of pay as for a work day providing such training and / or orientation schedule does not exceed the normal working day. The *City* agrees to conduct a minimum of *three (3)* training days a year.

Section 4.

The *City* shall, at its discretion compensate employees for any days which, although scheduled for were not in fact worked, through no fault of the employee.

Section 5.

In the event that the number of work days and holidays hereinabove referred to varies in accordance with the schedules of public and parochial schools, the *City* shall compensate as noted above for the number of such canceled days common to both groups.

Section 6.

Any *School Traffic Guard*, who receives either *twelve (12)* or *fourteen (14)* *vacation* days, may use vacation time during the in service training period. If vacation days are used during the in service period, then attendance at in service training will not be required.

Article VII- Vacations**A.**

Annual vacation leave with pay shall be earned according to the *New Jersey Department of Personnel Rules and Regulations* and provided in *Section 2:14-5, Title 2 of the Revised Ordinances of the City of Newark, New Jersey 1966* as follows:

1. Vacation days shall be granted or taken only during those periods designated as vacation or school convention closings.

a. Up to one *(1) year* of service commencing with school opening in *September* each year, *one (1) day* vacation for each month service.

b. After *one (1) year* and up to the completion of *nine (9)* years of service, *ten (10) days* vacation.

c. After the completion of *nine (9) years* of service and up to the completion of *nineteen (19) years* of service, *Twelve (12) days vacation*.

d. After the completion of *nineteen (19) years* of service and thereafter, *Fourteen (14) days* vacation.

B.

1. An employee who is retiring or has otherwise separated his/ her employment shall be entitled to vacation allowance prorated upon the number of months in the calendar year (*Newark Public Schools*) in which the separation or retirement becomes effective.

2. Whenever an employee dies, leaving any annual vacation credits due, they shall be calculated and paid to his/ her estate a sum of money equal to the prorated compensation figured on the salary rate at the time of death.

Article VIII- Health Insurance
Life Insurance and Pension

A.

1. The *City* shall provide Health insurance coverage during the lifetime of the agreement for all employees and their eligible dependents (*until the end of the calendar year which dependent child's 19th birthday occurs*), in accordance with the current health benefit plan which includes: *Blue Cross Hospitalization plan; Blue shield 14/20 medical surgical plan; Prudential major medical and Medicare part B for eligible retirees*. The City shall bear the expense of the Blue Shield 14/20 Medical- Surgical Plan for all employees covered by this Agreement.

2. An employee represented by this *Collective Bargaining Unit* who is eligible for dependent coverage under any medical dental or prescription drug benefit plan sponsor 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 (1)* family member is represented by this Agreement, the subscriber shall be the employee family member with the earliest birth date.

3. The *City* shall continue to provide the *Blue Cross/ Blue Shield Mandatory Second Surgical Opinion Program* for each employee under this agreement and for his or her eligible dependents.

4. The *City* shall continue to provide the *Blue Cross/ Blue Shield Patient Admission Review Program* for each employee covered under this *Agreement* and for his/ her eligible dependents.

5. Employees, who select *Rider J* coverage together with their *Blue Cross/Blue Shield 14/20 Medical Surgical Plan*, shall bear the entire expense of such *Rider J* coverage, which exceeds the city's monthly premium for said benefits.

6. Effective *August 1, 2001*, the open-panel dental benefits enjoyed by the affected bargaining *Unions* will be upgraded from the present *50/50* level to the *80/20* level, with no payroll deduction for same.

7. Effective *August 1, 2001*, any collective bargaining union that is currently limited to *50/50* level benefits for the closed-panel dental plan, shall now be upgraded to the *80/20* level under the closed panel dental plan.

8. All employees governed by this *Agreement* who were hired prior to *January 1, 1992* and select *HMO* coverage shall pay the difference between the cost of an *HMO* and the *City's* share of the combined costs of the *Blue Cross/Blue shield 14/20 plan* and the *Prudential Major Medical Plan*, if the *HMO* monthly premium is higher.

B.

Eligible retirees, with *twenty five (25) years* of continuous service and their qualified dependents shall be entitled to *Blue Cross Hospitalization Plan; Blue shield 14/20 Medical-Surgical Plan and Aetna Major Medical Plan*. Said coverage is to continue until such time as the retiree attains the age of *sixty-five (65)* and is thereby eligible for coverage under Medicare as described herein. An employee's service as a *School Traffic Guard* between the period covering *February 1, 1976 and September 8, 1977*, shall be considered as continuous for the purpose of determining eligibility for benefits as outlined in this section.

C.

Eligible retirees 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 retiree to the city.

D.

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.

E.

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

F.

Since the *City* is required to offer alternative coverage through a health maintenance organization, employees may exercise their opinion to select such alternative coverage. Any employee who chooses to join a health maintenance organization shall bear the costs of the plan, which exceeds the cost of the *City's* obligation towards the premium of the regular *City* plan.

G.

The *City* reserves the right to change insurance carriers or provide insurance on a self insured basis during the lifetime of the *Agreement* so long as substantially similar benefits but no less than those presently in effect are provided. The *City* shall notify the union if such changes are made. In any event there shall be no interruption of medical benefit coverage for employees covered by this *Agreement*.

H.

Each employee covered by this *Agreement* shall be covered, as per the effective date of this *Agreement* by the *Insurance Carrier* or the *City*, with a \$ **5,000.00 Life Insurance Death Benefit Plan, plus \$ 10,000.00 Accidental Death and Dismemberment coverage.**

The Life Insurance Benefit shall be reduced to a total of \$ **1,500.00** for all employees upon retirement from the *City*. Said total coverage shall include all employees who retire after the execution of this *Agreement* and who shall have served a minimum of **fifteen (15) years** of service with the *City of Newark*.

Said ***Life insurance Death Benefit Insurance Coverage*** shall apply only to employees of the *City of Newark* and not eligible dependents.

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.

I.

Active employee shall mean those employees who are on actual duty on the date of the *Agreement* with the *Insurance Carrier* or the date the *City* is authorized to be self-insured. Employees who are on sick leave without pay; leave of absence or any other sick leave of absence at the effective date of the contract shall be enrolled for health benefits from the first day of actual return to assigned duty.

J.

An unclassified employee shall have served a minimum of *Ninety (90)* days of continuous service with the *City of Newark* to be eligible for coverage in all instances.

K.

If this coverage is provided by a contract of insurance, the liability of the *City* shall be limited to the terms of the contract provide the contract is in accord with the *Agreement*

L.

The *City* shall provide a *Prescription Plan* during the life of this *Agreement* to eligible employees and their eligible dependents. *Effective January 1, 2006*, the prescription *Co-pay* shall be increase to \$ *10.00* per prescription for brand name drugs; said *Co-pay* shall be increased at \$ *5.00* per prescription for generic drugs.

M.

The *City* agrees to provide a *Dual Choice Dental Plan* for all employees covered by this agreement. In the event that any employee chooses the open panel, the employee must pay premium difference between the cost of the *Closed Panel* and the *Open Panel*.

N.

The *City* reserves the right to change the providers of all health plan coverage or to provide such coverage on a self-insured basis during the lifetime of this *Agreement*, so long as, substantially similar benefits but not less than those presently in effect are provided. The *City* shall notify the *Union* if such change is made. In any event, there shall be no interruption of coverage for employees covered by this *Agreement*.

O.

Pursuant to *N.J.S.A. 43:15-7*, all employees covered by this *Agreement* and hired after *April 26, 1979*, are required to become members of the *Public Retirement System (P.E.R.S.)*. The current status of the Law grants employees a *four (4)* month grace period in which to join *P.E.R.S.* This means that employees may voluntarily join *P.E.R.S.* effective the first day of employment up to and through *four (4)* months of employment. After *four (4)* months of employment, the *City* is obligated to enroll employees on an involuntary basis, which subjects the employee to certain financial penalties. Therefore it behooves each employee to contact the *Personnel Division* within *Sixty (60)* days of employment in order to make the necessary arrangements regarding pension membership.

P.

The *City* agrees to provide coverage under the *Aetna Medical Plan* for each employee covered by this *Agreement* and their eligible dependents under the individual lifetime maximum provided under the *Aetna Medical Plan deductible of \$ 250, 000.00.*

Effective with the full execution of the contract Major Medical Lifetime Max increase to One million dollars in 2006; Aetna major medical annual deductible shall increase from \$100.00 to \$250.00

The *Aetna Major Medical* benefit shall cover eligible dependent children until the date on which their *nineteen (19th)* birthday occurs unless both of the following conditions are met: *(a)* the child is entirely dependent upon the employee for support and maintenance, and *(b)* the child is enrolled as a *full time student in an education institution*; in which case eligible dependent children shall be covered until the date on which their *twenty third (23rd)* birthday occurs.

Q.

All benefits conferred upon retirees as per the *Collective Bargaining Agreement* shall be provided to those employees that retire on or after *January 1st 1995* with *twenty-five (25)* years of aggregate service with the *City of Newark.*

Article IX- Sick Leave

A. General

Every employee subject to this *Agreement* shall be entitled to paid sick leave benefits per annum according to *N.J.A.C. 4A;6-1.1 et. Seq. New Jersey Department of Personnel Regulations*, as periodically revised, and the applicable provisions of *N.J.S.A. 11:24A et. Seq.*

B. Services Credit for sick Leave

1. All 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 a reasonable period of time 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 *School Traffic Guard* on the basis of *one (1)* working day per month during the remainder of the first school calendar year of employment after initial appointment, and *ten (10)* days in every school calendar year thereafter which shall be credited to the employee on the first working day in September. If an employee leaves employment with the *City* prior to completion of the school calendar year, his/ her sick benefit will be pro-rated.
2. Any amount of sick leave allowance not used in any school 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 his/ her separation from employment unless such separation is due to retirement as provided herein. Upon separation from employment, the *City* shall certify to the *Department of Personnel* the employee's accumulated sick leave, which shall be made part of the employee's permanent record.

D. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle the use of sick leave, the employees shall notify his/ her supervisor promptly prior to the employee's starting time.
2. Failure to notify his/ her supervisor may be cause of denial of the use of sick leave for that absence, and failure to report for *five (5) consecutive* days shall constitute a resignation. This clause shall not be construed to prevent the *Union* from filing a grievance pursuant to this *Agreement*.

E. 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 the calendar year consisting of periods of less than *five (5)* days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring absences of *one (1)*

day or less in which case only *one (1)* certification shall be necessary for a period of *six (6)* months.

(b) The *City* may require proof of illness of any employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

2. In case of *Leave of Absence* due to exposure to contagious disease a certificate from the *Department of Health* shall be required.

3. 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.

4. 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 by this *Agreement* at the time of his/her retirement.

(a) 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.

(b) 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 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)*

(c) Any employee who has accumulated more than *one hundred- fifty (150)* unused sick days shall be paid in accordance with the terms of the contract for the first *one hundred fifty (150)* days and *sixty percent (60%)* of the value of the remaining accumulated sick time in accordance with the contract.

Article X- Leave of Absence
Jury and / or Court Appearance

- A. Employee that are scheduled for *Jury Duty* shall contact their *Department Director* and *Personnel Director* who will make a determination concerning the needs of the *City*, and whether or not the *City* will request an excuse on behalf of the employee, if the employee is thereafter assigned to *Jury Duty*, the *City* will grant a leave of absence with pay.
- B. Employees that are required, in connection with *City* business, to appear before a court or other public body on any matter involving the *City*, shall be granted leave with pay for the period of said appearance. *An employee who makes a required court appearance in connection with the City of Newark business, shall be entitled to a minimum of three hours pay should the proceeding be cancelled.*
- C. Employees that are required to appear before a Court or other body on any personal matter not involving the city, shall be granted leave with out pay for the period of said appearance.

Article XI-Management Rights

- A. The *City* retains and reserves onto 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 the United States*, including but without limiting the generality of the foregoing the following rights:
1. To the executive management and administrative control of the City Government and its properties and facilities, and the activities of its employees.
 2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
 3. To suspend, demote, discharge or taken other disciplinary action for good and just cause according to the law.

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

C. Nothing contained herein shall be construed to deny or restrict the *City* of its rights, responsibilities and authority under *R.S. 40* and *R.S. 11*, or any *National, State, County or Local Laws or Ordinances*.

Article XII- Union Representatives

A. Accredited representatives of the *Union* may enter the city facilities or premises for the purpose of observing working conditions or assisting in the adjustment of grievances. When the *Union* desires to have a representative enter the *City's* facility or premises, it will request such permission from the appropriate *City* representative. Permission will not be unreasonably withheld, provided there should be no interference with the normal business of *City* government. There shall be no *Union* meetings on *City* time. *Union* meetings may be held on such *City* property provided such facilities are available and further provided that permission is secured in advance from the appropriate department head. The *Union* may select *five (5)* employee representatives *one (1)* from each designated district to handle employee grievances, provided there is no interference of *City* services.

B. Negotiations for a successor *Collective Bargaining Agreement* shall be conducted at a mutually agreed time and place by the *Union* and the *City*. No more than *four (4)* of the *Union* negotiating committee shall be granted administrative leave with pay for negotiations toward a successor collective bargaining agreement if said negotiations take place on *City* time.

Article XIII- Employee Performance

A. The *Union* agrees to support and cooperate with the *City* in improving employee performance. In furtherance thereof the *Union* shall encourage all employees to:

1. Be in attendance and punctual for schedule work hours, unless unavoidably prevented;
2. Give such effort to either work as is consistent with the requirement 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 as technological improvements where possible;
7. Assist where possible in guiding good will between the *City*, the *Union* and the public at large.

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

C. Pursuant to *Civil Services Rules and Regulations* standards of acceptable levels of performance maybe established and employees evaluated by the *City* in relation to the duties and responsibilities of each job.

D. An acceptable level of employee performance shall be attained only if performance is adequate and acceptable in all major aspects of the job requirements. Consideration shall be given to all aspects of performance including requisite attitudes and conduct as well as production and efficiency of work. Consistently poor judgment, lack of diligence, undependability, inaccurate work, improper use of leave and personal relationships which hamper individual or group effectiveness are representative of conduct and attitudes which may be the basis for disapproval of a salary increment or adjustment.

Article XIV – Availability of Contract

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Within the sixty (60) days after the signing of this **Agreement** by the parties, the Union shall procure three hundred (300) copies of this Agreement, printed in Union house, cost to be borne by the City.

Article XV – Salary

1. The Compensation for School Traffic Guards covered in this agreement shall be as follows:

School Traffic Guards - Title Code 3125

(Part time four (4) hours per day, twenty (20) hours per week)

2. **Effective January 1, 2006, employees shall receive fifty cents (\$0.50) increase of their previous year's hourly rate**

Effective January 1, 2007, employees shall receive fifty cents (\$0.50) increase of their previous year's hourly rate

Effective January 1, 2008, employees shall receive fifty cents (\$0.50) increase of their previous year's hourly rate

Effective January 1, 2009, employees shall receive fifty cents (\$0.50) increase of their previous year's hourly rate

3. The increase shall be paid on January 1st of each contract year. No increments shall be paid in September of any contract year.

- (a) The salary scale adopted pursuant to this agreement shall be retroactive to January 1, 2006 and in effect through December 31, 2009.

Longevity

Longevity payments shall be granted to all eligible employees covered by this agreement for long and faithful service on a prorated basis with each earned salary check during the calendar year at a percentage of his/ her permanent salary in accordance with *Ordinances 6S and FH* adopted *November 2, 1966*, as outline in *Section 2:14-5, volume 3*, of the revised ordinances of the *City of Newark, New Jersey, 1966*.

1. Longevity payments shall be made to each eligible employee covered by this *Agreement* for long and faithful service on a prorated basis with each earned salary check during the calendar year at a percentage of his/ her permanent salary in accordance with the following schedule:

<i>Beginning January 1 following 10th year of service</i>	<i>4%</i>
<i>Beginning January 1 following 15th year of service</i>	<i>6%</i>
<i>Beginning January 1 following 20th year of service</i>	<i>8%</i>
<i>Beginning January 1 following 25th year of service</i>	<i>10%</i>
<i>Beginning January 1 following 30th year of service</i>	<i>14%</i>

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 or 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 of 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 *two percent (2%)* longevity credit shall be based upon permanent salary received by the employee as of *January 1st*, of the preceding year and the same percentage shall be paid each succeeding year until such employee reaches the next longevity step.
8. *Twelve (12)* full months of service shall be considered as *one (1)* year for the purpose of calculating years of service.

Article XVI Dues Deduction

A.

The *City* agrees to deduct from the salaries of its employee 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, 9e)*, as amended. Such moneys together with the records of any corrections shall be transmitted to the *Union* office by the *fifteen (15th)* of each month following the monthly pay period in which deductions were made.

B.

If during the life of this *Agreement*, there shall be any change in the rate of membership dues the *Union* shall furnish to the *City* written notice prior to the effective date of such change and shall furnish to the *City* either new authorization from each member showing the authorized deduction for each employee or an official notification on the letter head of the *Union* and signed by the President and Secretary of the *Union* advising the change deduction.

C.

The *Union* will provide the necessary "*Check-off authorization*" form and the *Union* will secure the signature of its members on the forms and deliver the signed forms to the *Director Finance*. The *Union* shall indemnify, defend and save the *City* harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the *City* 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 changing deduction.

D.

The *City shall deduct and transmit monthly a One dollar (\$1.00) Committee on Political Education (C.O.P.E.)* deduction for members who have submitted a signed authorization card for such deductions to be added to the current deduction immediately upon the expansion of the *City's* computer system to accommodate a separate deduction designated for said deductions.

Article XVII- Uniform Allowance

A.

All employees covered by this *Agreement* shall be entitled to an annual uniform allowance as follow:

Effective with the *2005-2006* school year, the annual uniform allowance shall be increased by *twenty-five dollars (\$25.00)* to *Six hundred dollars (\$600.00)*, payable no later than *July 15, 2006*.

Effective with the *2006-2007* school year, the annual uniform allowance shall be increased by *twenty-five dollars (\$25.00)* to *Six hundred and twenty-five dollars (\$625.00)*, payable no later than *July 15, 2007*.

Effective with the *2007-2008* school year, the annual uniform allowance shall be increase by *twenty-five dollars (\$25.00)* to *Six hundred and fifty dollars (\$650.00)*, payable no later than *July 15, 2008*.

Effective with the *2008-2009* school year, the annual uniform allowance shall be increased by *twenty-five dollars (\$25.00)* to *Six hundred and seventy-five dollars (\$675.00)*, payable no later than *July 15, 2009*.

B.

Payments for uniform allowance shall be made no later than *July 15th* of each year.

C.

The *City* reserves the right to require uniform specifications for all employees. Said specifications shall be discussed with *Union* Representatives prior to implementation.

Article XVIII – Funeral Leave

An employee covered by this *Agreement*, on application to *Deputy Chief* in charge of the *Traffic Division*, shall be granted *one (1)* day leave of absence and shall not suffer no loss of regular pay due to the death of *Spouse, Father, Mother, Daughter, Son, Grandson, Granddaughter Sister, Brother, Step Child, Step Parents, Mother in Law, Father in Law.*

Article XIX- Job Injury

When any employee in the bargaining Unit is absent as a result of personal injury caused by an accident arising out of and in the course of his/ her employment, the *City* shall:

A. Pay such employee the salary and benefits on a regular basis for the period of such absence not charged to the *Annual Sick Leave* or *Vacation time*, in accordance with the provisions *N.J.S.A 11:24A-4* and the *Personnel Policy and Procedure, section 6, number 32.*

B. The employee, upon receiving an award from *Workmen's Compensation*, shall remit or assign such award to the *City* immediately. The *City* shall not withhold any compensation as stated in *Part A*, from the employee pending the award.

Article XX- Discipline and Discharge

Section 1.

It is agreed that nothing herein shall in any way prohibit the *City* from discharging or otherwise disciplining any employee, regardless of his/ her seniority, for good and just cause.

Disciplinary action may be imposed upon an employee for just cause. Any disciplinary action or measure imposed upon an employee or any intent to invoke disciplinary action upon said employee may be processed by the employee as a grievance. Upon receipt by the employee of written notice of disciplinary action such employee is entitled to be represented by a *Union* representative for purposes of resolving this matter at the lowest possible level.

In all matters where major disciplinary action is contemplated the *City* shall supply the employee and the *Union* office with the charges and specifications from which the charges are drawn. This information shall be submitted no less than *five (5) calendar days* prior to the hearing date.

Section 2.

In the case of tardiness and absenteeism, an employee shall receive a written warning before disciplinary action can be instituted.

Section 3.

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 other employees or the public.

Section 4.

In the event that a discharged employee believes that his/ her has been unjustly dealt with, said employee or the *Union*, with the permission of the employee, shall have the right to file a complaint in writing with the *City* within *thirty (30) calendar days* from the time of discharge. Said complaint will be treated as a grievance, subject to the grievance and arbitration procedures herein provided. If no complaint is filed within the time specified, then said discharge shall be deemed to be absolute.

Section 5.

Where applicable, the *City* acknowledges the use of progressive discipline in its disciplinary procedures.

Article XXI- Seniority**Section 1.**

Seniority is defined as employment based on the length of continuous service with the *City* within the title, from the date of hire and rank.

In conformance with *Civil Service Law* and other applicable regulations and whenever possible and practical according to said *Civil Service Law*, employees with the greatest seniority will be given preference in layoffs and recalls.

Article XXII- Legal Defense

Whenever any civil action is brought against any employee covered by this agreement for any act or omission arising out of and in the course of his/ her employment, said employee shall refer the matter immediately to the **Corporation Counsel's Office** for a determination as to whether the **City** shall defray the cost of defending such action, and the cost of appeal if any, and shall pay any adverse judgment, save harmless, and protect such person from any financial loss resulting therefrom.

Article XXIII- No Strike no Lockout Pledge

A.

During the term of this **Agreement** the **Union** agrees on behalf of it self and each of its members that there will be no strike of any kind and the **City** agrees that it will be no lockout.

B.

The **Union** covenants and agrees that neither the **Union** or 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 position, stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employees duties of employment), work stoppage, slowdown, walkout or other job action against the **City**. The **Union** agrees that such action would constitute a material breach of this **Agreement**.

C.

In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by the **Union** member shall be deemed grounds for termination of employment of such employee or employees' subject, however, to the application of the **Civil Service Law**.

Article XXIV- Non Discrimination

A.

There shall be non-discrimination by the **City** or the **Union** against an employee because of race, color, creed, sex, age or national origin.

B.

There shall be non-discrimination, interference, restraint or coercion by the *City* or any of its representatives against any of the employees covered by this *Agreement* because of their membership or non-membership in the *Union*. The *Union*, its members and agent shall not discriminate against, interfere with, restrain or coerce any employees covered by this *Agreement* who are not members of the *Union*.

Article XXV- Fully Bargained Provisions

Section 1.

This *Agreement* represents and incorporates the complete and final understanding by the parties. During the term of this *Agreement*, neither party will be required to negotiate with respect to any matter, whether or not covered by this *Agreement* and whether or not within the knowledge or contemplation of either party at the time they negotiated or signed this *Agreement*.

Section 2.

This *Agreement* shall not be modified in whole or part by the parties, except by an instrument in writing executed by both parties.

Article XXVI- Representation Fee In Lieu Of Dues

1.

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

2.

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

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

4.

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

5.

Payment of the representation fee shall be made to the *Union* during the term of *Collective Bargaining Agreement* affecting such non-member employees and during the period, if any, between successive *Agreement* providing.

A.

The employer shall deduct the representation fee from the wages or salaries of a non-member employee.

B.

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

C.

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

D.

Obligation to pay representation fee shall start the *ninetieth (19th) day* after the beginning of an employee's employment in a position included in the bargaining unit, or the *tenth (10th) day* after reentry into the bargaining unit for *one (1)* employees who previously served in a position included in the bargaining unit who continued in the employ of the employer in an excluded position and *two (2)* individuals being re-employed in the bargaining unit from a re-employment list.

Article XXVII- Work Locations

Upon the *Union's* written request to the *Chief of Police*, not to exceed twice each calendar year, he or his designated shall provide the *Union* with a list of names and corners covered by *School Traffic Guards*.

Article XXVIII- Summer Work Assignments

To the extent possible and practicable, *Traffic Guards* who are required to work summer school will be assigned to the district that they are assigned to during the school session.

Article XXIX- Work Report Notification

The *City* will notify employees *one (1) week* in advance of the date to report back to work.

Article XXX-Term of Employment

The *Governing Body or Chief Executive or the Chief Administrative Officer*, as appropriate to the form of government of any municipality, may appoint adult *School Crossing Guards* for the terms not exceeding *one (1) year* and revoke such appointments for cause and after proper hearing before the *Chief of Police* or other law enforcement officer of the municipality.

Article XXXI- Duration

Section 1.

This *Agreement* shall be in full force and effect as of *January 1, 2006*, through *December 31, 2009*, without any reopening date. On or after *September 1, 2009* and prior to *October 1, 2009* either party may serve notice upon the other party of desire to change, modify or terminate *Agreement*.

Section 2.

In the event that the parties have not achieved a mutually satisfactory *Agreement* by *December 1, 2009*, the parties may file a joint request, in writing, for appointment of mediator by the *Public Employment Relations Commission* pursuant to *Chapter 303, Public Laws of 1968*. The aforementioned day may be extended by mutual *Agreement* of both parties.

Section 3.

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

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

City of Newark

SEIU Local 617

Hon. Sharpe James, Mayor

Rahman Muhammad, President

*Gregory Franklin
Personnel Director*

*Bernice C. Parris
Executive Vice-President*

*Richard Monteilh
Business Administrator*

*Negotiation Committee
Lydia Morales
Thomas Easterling
Betty Mc Fadden*

*Robert P. Marasco
City Clerk*

*Lysander Uzzell,
Acting Labor Relation Specialist*

*Jo Anne Y. Watson,
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