

Resolution of the City of Newark, N.J.

NO. 7RD

Date of Adoption DEC 21 2005

Resolution ratifying and authorizing Mayor and Business Administrator to enter into Labor Agreement with the Service Employees International Union, Local 617 (Police Communication Clerks and Officers) for the period January 1, 2005 through December 31, 2008

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

[Signature]
Corporation Counsel

Exact contents certified by

[Signature]
Title

Council Member Walker

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 (Police Communication Clerks and Officers) 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, 2001 through December 31, 2004.
- 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.

STATEMENT

This resolution is authorizing the execution of a labor agreement between the City of Newark and Service Employees International Union, Local 617 (Police Communication Clerks and Officers), January 1, 2005 through December 31, 2008

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CERTIFIED TO BY ME THIS
28th DAY OF DECEMBER, 2005

CITY CLERK'S OFFICE
NEWARK, N.J.
7033 DCL - 9 11 4: 09

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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	✓				CORCHADO	✓				WALKER M	✓			
BELL	✓				CHANEYFIELD JENKINS	✓				BRADLEY, Pres.	✓			
<div style="display: flex; justify-content: space-between;"> ✓ Indicates Vote AB - Absent NV - Not Voting </div>														

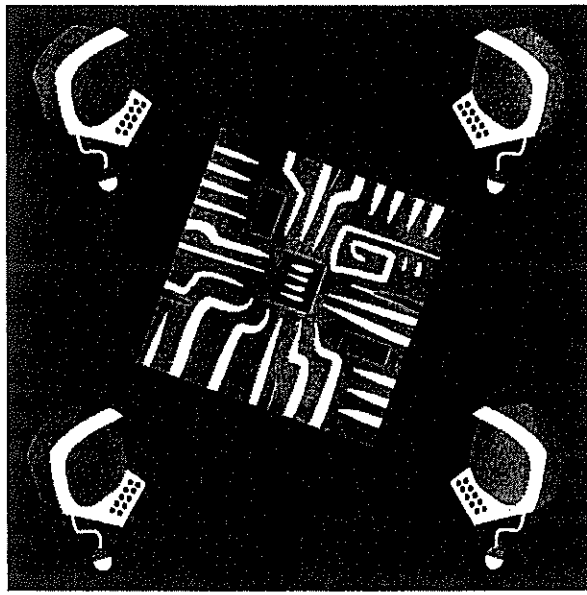
Adopted at a meeting of the Municipal Council of the City of Newark, N.J.,

Donald Bradley
President of the Council

DEC 21 2005
Robert S. Marano
City Clerk

This Resolution adopted must remain in the custody of the City Clerk. Certified copies are available.

AGREEMENT



between

CITY OF NEWARK

and

SERVICE EMPLOYEES INTERNATIONAL UNION, Local 617
(POLICE COMMUNICATION CLERKS AND OFFICERS)

JANUARY 1, 2005 through DECEMBER 31, 2008

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ARTICLE 1

RECOGNITION

Section 1.

The City hereby recognizes the Service Employees International Union – Local 617 as the exclusive and sole representative for collective negotiations concerning salaries hours and other terms and conditions of employment for all full-time and part-time employees of the Newark Police Department holding titles of chief communication officer, communication officer, communication clerk, lineman and supervising police property clerk, but excluding managerial executives, confidential employees, superior officers and supervisors as defined in the Act, and all others.

Upon retirement of those employees who have served in the title of Senior Line worker in 1998, Local 617 will no longer represent the title of Senior Line Worker or Line Worker.

Section 2

Unless otherwise indicated, the terms “employees” or “employees” when used in this Agreement refer to all persons represented by the Union in the above-defined negotiating unit.

ARTICLE 2

DURATION AND GENERAL PROVISIONS

Section 1.

This Agreement shall be in full force and effect as of January 1, 2005 and remain in effect up to and including December 31, 2008. Ninety days prior to the termination date either party may serve notice upon the other party of a desire to negotiate a new Agreement.

Section 2.

The terms of this Agreement shall continue in effect during negotiations between the parties until a successor Agreement is reached.

ARTICLE 3

UNION DUES AND AGENCY SHOP

Section 1.

All employees covered by this Agreement who are members of the Union at the time of this Agreement is ratified or who hereafter become members during the term of this Agreement must retain their membership in the Union for the duration of this Agreement, in accordance with the qualification noted in this paragraph, by offering to pay regular monthly dues and initiation fees assessed against all members of the Union. Any member may resign from the Union effective January 1, or July 1, in accordance with the noted requirements of N.J.S.A. 52:14-15.9e. In the event the member fails to notify the City of January 1 or July 1 of any year to cease dues deductions, such deductions shall continue for six (6) month periods thereafter. Notice of withdrawal must be submitted by the employee to the Union in writing and a copy thereof furnished to the City. This right to automatic dues deduction from payroll is exclusively for the benefit of the Union and no other employee organization shall be entitled to dues deduction from payroll during the term of this Agreement.

Section 2.

The Union agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses in any matter resulting from action taken by the City at the request of the Union of this Article.

Section 3.

Subject to the provisions of N.J.S.A. 52:14-15.9e, upon the written authorization by an employee covered by this Agreement, the City agrees to deduct once each month from the salary of each employee the sum certified as Union dues and forward the sum to the Union Treasurer and/or any other duly authorized officer.

Section 4.

- (a) If an employee covered under this Agreement does not become a member of the Union, the Union shall furnish the name of such person the City requesting that the employee, through payroll deduction, pay a representation fee in lieu of dues for services rendered by the Union.

UNION DUES AND AGENCY SHOP cont.

- (b) The representation fee, in lieu of dues, shall be in an amount equivalent to the regular membership dues, initiation fees and assessments that are available or benefits only its members, but in no event shall such fee exceed eight-five percent (85%) of the regular membership dues, fees and assessment.
- (c) Any public employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the majority representative, under proceedings established and maintained by the Union in accordance with appropriate statutory provisions and court decisions, a return of any part of that fee paid by him/her which represents the employee's pro-rata share of expenditures by the majority representative that is either in aid of activities or causes of a partisan, political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative. The pro rata share subject to refund shall not reflect, however, the cost of support of lobbying activities designed to foster polity goals in collective negotiations and contract administration or to secure for the employee represented advantages in wages, hours and other conditions of employment in addition to those secured through collective negotiations with the public employer.
- (d) The mechanics for deduction of representations fees and transmission of such fees the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.
- (e) The Union will continue to notify the City, in writing of the current annual dues and/or amount of the representation fee and will from time to time thereafter give the City at least sixty (60) day notice, in advance, of any changes in the annual membership or representation for schedule changes in the annual membership or representation schedule so that the same can be accommodated by the City within a sufficient time after it receive the notice.
- (f) The Union shall indemnify, defend and save harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken by the City in reliance upon the representation fee information furnished by the Union or its representative.
- (g) The Union represents that it has in place a demand and return procedure for representation fee payers that complies with all State Statues and Regulations. The City's continued deduction of a representation fee in lieu of dues is conditioned on the Union's continued maintenance of this procedure.

ARTICLE 4

BULLETIN BOARDS

Section 1.

Subject to prior approval of the Director, which approval shall not be unreasonably withheld, the City shall permit the Union reasonable use of Bulletin Boards at each work location including the East District, the Communications Bureau at 31 Green Street, the Police Line Division and such other places as the parties may agree and designate, facilities for the posting of notices concerning Union business and activities and concerning matters dealing with the welfare of the employees.

ARTICLE 5

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. – Purpose

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.

Section 2. – Definition

The term “grievance” as used herein means any difference or dispute arising over the application or interpretation of the terms and conditions of this Agreement and may be raised by an individual, the Union or behalf of an individual or group of individuals, or the City. It shall not include matters of discipline or discharge, which shall be processed as per Article 26.

Section 3. – Procedure:

Step 1. – An aggrieved employee shall institute action under the provision hereof within ten (10) days of the occurrence of the grievance and 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.

Step 2. – If a grievance is timely, and if no satisfactory agreement is reached within five (5) calendar days after Step One, then the grievance shall be reduced to writing and submitted to the employee’s commanding officer.

Step 3. – If no satisfactory agreement is reached within five (5) calendar days, after Step Two, then a conference will be arranged with the division commanding officer.

Step 4. – Should no acceptable agreement be reached within an additional five (5) calendar days, then the matter shall be submitted to the Chief of Police who shall have ten (10) days to submit a decision. The aggrieved employee has a right to representation by an official of the Union in steps 1,2,3 and 4. The parties may, by mutual agreement, waive steps 1, 2, 3 and 4.

Step 5. – Should no acceptable agreement be reached within an additional five (5) calendar days, then the matter shall be submitted to the Director of Police who shall have ten (10) days to submit a decision. The aggrieved employee has a right to representation by an official of the Union in steps 1,2,3,4 and 5 above. The parties may, by mutual agreement, waive the above steps prior to step 6 and particularly steps 1, 2, and 3 where circumstances warrant appropriate discussion with the Director and/or Chief of Police.

Step 6. – Arbitration:

Within two (2) weeks of the transmittal of the written answer by the Director, if the grievance is not settled to the satisfaction of both parties, either party to the Agreement may request that the grievance be submitted to arbitration as hereinafter set forth. The arbitrator shall be chosen in accordance with the Rules of the Public Employment Relations Commission.

However, no arbitration hearing shall be scheduled sooner, than twenty-one (21) days after the final decision is due or rendered by the Director or Police, which ever is sooner.

Section 4 – City Grievances:

Grievances initiated by the City shall be filed directly with the Union within five (5) days after the event-giving rise to the grievance has occurred. A meeting shall be held within ten (10) days after filing a grievance between the representatives 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 the provisions of this Article.

GREVANCE PROCEDURE AND ARBITRATION cont.

Section 5 – General Provisions:

Nothing contained herein shall prevent any employee from presenting his/her own grievance and representing himself/herself, provided that the individual must give notification of all meetings, steps and grievance answers to the Union and the Union is given the opportunity to be present at all steps of the grievance procedure. However, only the City and the Union have the right to proceed with a grievance to arbitration.

- (a) The steps provided for herein may be waived by mutual agreement of the parties.
- (b) If the City fails to meet and/or answer any grievance within the prescribed time limits as herein before provided, such grievances may be processed to the next step except for emergency grievances. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration.

The Union shall pay whatever arbitrator's fees and costs may have incurred in processing the case to arbitration. An employee who elects to proceed to arbitration shall be deemed to have waived his/her right to proceed under Civil Service Law, Rules and Regulations and Procedures. The arbitrator shall have authority to hear and determine the grievance, and the arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no right to vary or modify the terms and conditions of the Agreement, and shall decide the dispute within thirty (30) calendar days after the hearing has been closed. The expense of the arbitration shall be borne equally by the parties. Only the employer and the Union shall have the right to submit a grievance to arbitration.

ARTICLE 6

HOURS OF WORK AND OVERTIME

Section 1. – Hours of Work:

- (a) The hours for linemen and supervising police property clerk shall be eight (8) consecutive hours in one day and five (5) consecutive days for no more than forty (40) hours in one week.
- (b) The Hours for communications officers and communication clerks who are assigned to rotating shifts shall be various tours of duty worked out in schedule form made up for no less than three (3) months in advance, but complying with the general concept of four (4) days or nights on duty and two (2) days or nights off duty. In emergency situations and when necessitated by manpower needs, the schedule for any individual communications officers and communication clerks can be changed with a twenty-four (24) hours change of tour notice.

Section 2 – Overtime:

In an employee is required to work overtime in excess of and in continuation of his/her regular day's shift and said overtime amounts to one (1) hour or less, said time shall be credited to accumulated overtime, and the employees shall receive compensatory time off. If, however, said overtime is in excess of one (1) hour, said time shall be paid for as overtime pay.

All paid time including compensatory time, holiday, vacation and sick time shall be included in the computation of overtime beyond forty (40) hours worked in any calendar week.

Section 3 – Lunch Break:

All employees covered by this Agreement shall receive a thirty (30) minute lunch break per shift.

Section 4

- (a) All overtime pay and all compensatory time off in lieu of overtime pay, shall be in accordance with the 1986 amendments to the Fair Labor Standards Act.
- (b) All compensatory time off in lieu of overtime pay accrued prior to April 15, 1986 shall be used or compensated for in accordance with practices and ordinance of the City as they existed prior to the adoption and implementation of amendments to the Fair Labor Standards Act.

HOURS OF WORK AND OVERTIME cont.

Section 5:

Overtime shall be granted on a rotating basis according to seniority, except in emergency situation. In an emergency situation, all attempts shall be made to utilize the seniority list. In all cases where overtime is mandatory/or required on a particular shift, said employee shall only be given one (1) hour prior notice. For this purpose, the seniority list established by Article 19 shall be used.

Section 6:

Overtime shall be defined as follows:

Work beyond forty (40) hours in any one-calendar week shall be compensated for at one and one-half (1½) time. Work up to and including forty (40) hours in any calendar week shall be compensated for at straight time (one time up to forty (40) hours)

All paid time including compensatory time, holiday, vacation and sick time shall be included in the computation of overtime beyond forty (40) hours worked in calendar week.

ARTICLE 7

COURT TIME

Section 1.

If an employee is required to appear in any court, judicial or administrative proceeding, in connection with duties in the Department on his/her day off, time off or vacation day he/she shall be paid for four (4) hours at the regular straight time pay. If this appearance results in the employee working more than forty (40) hours in one (1) work week, excluding vacation leave, sick leave and other paid absences, then the employee shall be paid for all hours in excess of forty (40) at the overtime pay rate or the compensatory time off rate in accordance with the requirements of Article 6.

An employee shall be entitled to be paid for the four (4) hours under this provision, if he/she appears and the proceeding is cancelled without notice.

Only actual time worked will be counted toward FLSA overtime.

ARTICLE 8**HOLIDAYS****Section 1:**

Effective January 1, 2002 the following fourteen (14) days shall be considered legal holidays for all employees during the term of this Agreement.

- | | |
|--------------------------------------|----------------------------|
| 1. New Year's Day | 8. Independence Day |
| 2. Dr. Martin Luther King's Birthday | 9. Labor Day |
| 3. Lincoln's Birthday | 10. Columbus Day |
| 4. Washington's Birthday | 11. Veteran's Day |
| 5. Good Friday | 12. Thanksgiving Day |
| 6. Easter Sunday | 13. Day After Thanksgiving |
| 7. Memorial Day | 14. Christmas Day |

Section 2:

All employees shall receive fourteen (14) paid holidays. If an employee works on a holiday, the employee shall receive a full days pay and an additional day off to be utilized before the end of the year.

If a holiday occurs on an employee's regularly scheduled day off, the employee shall receive an additional day off, to be utilized before the end of the year.

Section 3:

The Administrative Officers shall remain open on holidays. The present practices for granting and paying of holidays shall continue without change during the term of this Agreement in accordance with the yearly ordinances of the City Council scheduling holidays for the year.

Section 4:

The accumulated compensatory time which was not granted and due for holidays for the period 7/1/65 to 12/31/70 pursuant to Special Orders 65-75, 65-149, and 66-32 of the Director shall be taken at the discretion of the Director and, if not so taken during the period of employment, shall be granted as compensatory time leave upon honorable separation from the Police Department. It is understood and agreed that the provisions of these Special Orders noted above have terminated as of December 31, 1970.

ARTICLE 9

LONGEVITY

Section 1:

All employees of the Police Department covered by this Agreement shall be entitled to and paid longevity pay in accordance with the provisions of Ordinance 6S and FH adopted November 2, 1966 entitled "*Ordinance to Establish Longevity Pay Program for Employees of the City of Newark, New Jersey*". These longevity ordinances 6S and FH are attached hereto as Appendix B to this Agreement and are incorporated herein by reference.

Section 2:

The longevity pay schedule shall be as follows:

- 4% after ten (10) years
- 6% after fifteen (15) years
- 8% after twenty (20) years
- 10% after twenty-five (25) years
- 14% after thirty (30) years

All other provisions of the aforementioned longevity ordinance remain unchanged for the term of this Agreement.

ARTICLE 10CLOTHING AND EQUIPMENT MAINTENANCE ALLOWANCESection 1:

Effective January 1, 2001 all employees covered by this Agreement, except communication clerks, shall be entitled to an annual allowance of Six Hundred and Fifty (\$650.00) dollars payable the first non-payday Friday of December of each year.

Employees who retire from the Department shall be entitled to pro-rated clothing allowance to the date upon which they submit their retirement for the year in which such retirement is submitted. Employees who are honorably separated from the Department shall be entitled to a prorated clothing allowance to the date of such separation for the year in which such separation occurs. Employees who are hired after January 1 of any year shall be entitled to a pro-rated clothing allowance for that year.

Section 2:

Effective January 2006 all Communication Clerks shall be entitled to an annual allowance of:

2006 - \$575.00	2007 - \$650.00
2008 - \$725.00	

Effective January 2006 all Communication Officers shall be entitled to an annual allowance of:

2006 - \$675.00	2007 - \$700.00
2008 - \$725.00	

Payable the first non-payday Friday of December of each year.

ARTICLE 11

VACATION LEAVE

Section 1:

All employees who were appointed prior to December 31, 1981, shall be entitled to twenty-two (22) working days vacation leave per year.

Section 2:

All employees who were appointed subsequent to December 31, 1981, shall be entitled to vacation leave with pay, based on their years of service and in accordance with Civil Service Status and Department of Personnel Rules and Regulations. During an employee's first calendar year of employment, vacation leave shall be earned in accordance with the following schedule: 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 on one-half (½) 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. An employee shall earn one (1) working day of vacation for each full calendar month of service from his/her date of original employment continuing on this basis through the remainder of the first calendar year of employment.

As of January 1st, following an employee's original date of employment and for each subsequent January 1st the following vacation schedule shall apply for all employees who were initially employed subsequent to December 31, 1981:

Thirteen (13) working days vacation thereafter for every year and up to the completion of the nine (9) year of service.

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

Twenty-one (21) working days vacation after the completion of (19) years of service and thereafter.

VACATION LEAVE cont.

Effective January 1, 1987, the following schedule shall apply. As of January 1, following an employee's original date of employment and for each subsequent January 1st:

Fourteen (14) working days vacation thereafter for every year and up to the completion of nine (9) years of service.

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-two (22) working days vacation after the completion of nineteen (19) years of service and thereafter.

Effective January 1, 1999, vacation leave shall be according to the following schedule. As of January 1, following an employee's original date of employment and for each subsequent January 1st:

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

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.

All employees subject to Section 1 of this Article shall not be effective by the above change in vacation leave.

VACATION LEAVE cont.

Section 3:

For the purpose of efficient vacation scheduling and in accordance with the above schedules an employee may be credited with vacation leave (in each appropriate calendar year) prior to the leave actually being earned with the assumption that the employee will be employed for the full calendar year. However, an employee whose service is terminated or is placed on leave of absence without pay prior to the end of the calendar year shall have all non-earned vacation leave that the employee has used 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 pro-rated for the current year based upon the number of month 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 the eight (8th) day of the month shall not receive vacation credit for the month. An employee whose service is terminated on the twenty-fourth (24th) day of the month and thereafter shall receive one (1) day vacation credit for the month.

Section 4

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 prior earned credits until he/she return to active status. Upon return to employment, an employee who has been on an approved leave of absence shall have such time of his/her leave adjusted based on his/her original date of employment and shall receive vacation leave in accordance with the provisions of this ordinance.

Section 5:

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

Section 6

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 manner as that granted for active status.

VACATION LEAVE cont.

Section 7:

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

Section 8:

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

Section 9:

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

Section 10:

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

Section 11:

Vacation leave is not transferable from one grant program to the City, nor from the City to the grant program. An employee involved in changes of this nature shall be paid for any vacation leave due him/her or shall reimburse the City for any time not earned if an employee terminated his/her services prior to the advanced time being earned. 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 terms of credits due with regard to the tenth (10th) and twentieth (20th) years of service.

VACATION LEAVE cont.

Section 12:

The above provisions shall remain in effect unless otherwise modified by the ordinance, but no less that the foregoing benefits shall be received.

Section 13:

When an employee submits a request for vacation leave, the Supervisor/Director shall respond in writing within (10) days of receipt for vacation leave. Failure to respond with the contractual time line shall automatically mean approval.

ARTICLE 12

HEALTH INSURANCE AND LIFE INSURANCE

Section 1:

The City agrees to provide Health Insurance coverage during the lifetime of this Agreement, subject to the limitation set forth in Section 1(a), for all employees and all the eligible members of their families in accordance with the coverage provided by the Blue Cross/Blue Shield and P.A.C.E. (U.C.R.) hospitalization, medical-surgical, and major medical plan and Medicate Part B for eligible employees.

Effective January 1, 1989, the City shall pay all costs of this plan, except that the employees' co-payment shall be 25% of the premium difference between the current cost of the Blue Cross/Blue Shield 14/20 plan and the additional cost of the P.A.C.E. plan. Employees shall have the right to purchase, through payroll deductions, such additional coverage as may be available.

Effective August 1, 2001, the open panel dental benefits enjoyed by the employees covered herein will be upgraded from the present 50/50 level to the 80/20 level with no payroll deductions for the same.

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.

The Patient Admission Review Program and the Mandatory Second Surgical Opinion Program through Blue Cross/Blue Shield of New Jersey shall apply to all employees represented by the Bargaining Unit.

Section 2:

The City shall continue to aforesaid coverage after retirement and shall continue to assume the entire cost of such coverage and pay the premiums for all full time permanent employees, including their dependents, if any, who shall retire after twenty-five (25) years of more of aggregate service with the City, as per present resolution of Municipal Council. These eligible retirees shall be entitled to: Blue Cross/Blue Shield 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.

HEALTH INSURANCE AND LIFE INSURANCE Cont.

Section 3:

Since the City is required to offer alternative coverage through a health maintenance organization, employees may exercise their option to select such alternative coverage. Any employee who chooses to join health maintenance organization shall bear such costs of the health plan, which exceed the costs of the regular City plan.

Section 4:

The City reserves the right to change insurance carriers or provided insurance on a self-insured basis during the lifetime of this Agreement so long as substantially similar benefits as those paid for the City, but not 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 benefits coverage for employees covered by this Agreement.

Section 5:

Effective January 1, 1995, the Life Insurance Death Benefit and Accidental Death and Dismemberment Benefits shall be eliminated for active employees and those who retire on or after January 1, 1995.

Section 6:

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.

Section 7:

A provisional employee must serve a minimum of ninety (90) days of continuous service with the City to be eligible for coverage in all instances.

Section 8:

If this coverage 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.

HEALTH INSURANCE AND LIFE INSURANCE Cont.

Section 9:

The City will provide a prescription plan with a **\$5.00** co-payment for all employees and their eligible dependents.

Effective upon the execution of this Agreement, prescription co-payment shall be increased to \$10.00 for brand name (non-generic) drugs. The co-payment shall remain at the \$5.00 per prescription for generic drugs.

The prescription plan co-pay shall increase from \$1.50 to \$5.00 for generic drugs and from \$5.00 to \$10.00 for brand-name drugs.

Section 10:

Each employee covered by the Agreement shall be covered by a Dental Plan, which shall provide the same provide the same benefits, which are in effect during the term of this Agreement for other employees of the City. The employees shall be provided with these benefits at the expense of the City, if closed panel coverage is elected, but each employee may elect open panel coverage, in which event the additional premium cost for open panel coverage shall be paid by the employee in accordance with the present practice of the City.

Section 11:

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

Section 12:

An employee represented by this collective bargaining unit who is eligible for dependent coverage under any medical, dental or prescription drug benefits plan sponsored by the City of Newark shall be entitled only to such dependent coverage for said plan and shall 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.

HEALTH INSURANCE AND LIFE INSURANCE Cont.

Section 13:

Effective January 1, 1998, the Medicare Plan B reimbursement shall be fifty percent (50%) for all employees who retire on or after January 1, 1998.

Section 14:

Increase of Major Medical's Annual Deductible:

*For Active Employees: From \$100.00 to \$200.00 effective January 1, 2005
From \$200.00 to \$250.00 effective January 1, 2006*

For Retirees To \$250.00 for those retire on or after January 1, 2006

Increase of Major Medical's Lifetime Maximum:

*For Active Employees: From \$250,000 to \$750,000 effective January 1, 2005
From \$750,000 to \$1,000,000 effective January 1, 2006*

For Retirees:

Increased to \$1,000,000 for those who retire on or after January 1, 2006

ARTICLE 13

FUNERAL LEAVE

Section 1: *Death in the Immediate Family*

Effective upon full execution of this Agreement, all full time employees, in application to their commanding officer, shall be granted five (5) consecutive days of absence and shall suffer no loss of regular pay on the death of spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandmother, grandfather, brother, sister, father-in-law, mother-in-law, *Step-child, Step-parents*, and other relatives residing in the employee's household. On special or unusual circumstances, the Commanding Officer may grant additional time-off, at his/her discretion.

Effective upon full execution of this Agreement, all part time communication Clerks, on application to their commanding officer, shall be granted twelve (12) consecutive hours of absence and shall suffer no loss of regular pay on the death of spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandmother, grandfather, brother, sister, father-in-law, mother-in-law, and other relative residing in the employee's household. On special or unusual circumstances, the Commanding Officer may grant additional time-off, at his/her discretion.

Section 2: *Leave Allowance in Special Cases*

In special or unusual cases, a commanding officer may allow a civilian employee to attend a funeral or memorial service for someone other than those persons enumerated in Section 1. Above. The intent of this provision is to cover the situation in which someone other than the immediate kin has raised the employee, or had a very close relationship with him.

Section 3: *Application for Death Leave*

Application for a Death Leave shall be executed by employees on the form provided in which shall be stated the specific relationship with the deceased and the days on which he/she shall be absent. It shall be incumbent upon the commanding officer granting this leave to verify the death of the deceased and the relationship of the subordinate to the deceased.

ARTICLE 14

SICK AND DISABILITY LEAVE

Section 1:

Every employee subject to this Agreement shall be entitled to paid sick leave benefits per annum according to application Civil Service statues and Department of Personnel rules and regulations.

Section 2:

1. All permanent employees, or full-time provisional employee shall be entitled to sick leave with pay on their aggregate years of service.
2. Sick leave maybe utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious diseases leave may also be used for short periods for the attendance of the employee upon the member of the immediate family who is seriously ill.

Section 3:

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 of fifteen (15) days in every calendar year thereafter.
 - (a) An employee hired in 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 (½) 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 purpose of efficient sick leave scheduling and in accordance with 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 whose service is terminated or is placed on leave of absence without pay prior to the end of the calendar year shall have non-earned used sick leave deducted from his/her last paycheck.

SICK AND DISABILITY LEAVE cont.

- (c) Any employee whose service is terminated between the first (1st) and eighth (8th) day of the month shall not received sick leave credit for the month. An employee whose service is terminated between the ninth (9th) and twenty-third (23rd) day of the month 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 received one (1) month's sick leave credit 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. The City agrees to continue the following program to convert unused sick time into cash payment for the employees covered under this Agreement at the time of their 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. Effective upon execution of this Agreement, any 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 shall receive a payment in the amount of thirty-five percent (35%) of the value of sick days exceeding 50 days computed on the average daily base permanent salary, exclusive of longevity, overtime, and al other compensation of the employees for the twelve (12) months preceding the effective date of retirement.
- C. Effective January 1, 1993, any employee who has accumulated more than one hundred and fifty (150) days of unused sick time at the effective date of retirement shall receive a payment as in Section B above for the first 150 days and a payment in the amount of sixty (60%) percent of the value of the remaining accumulated sick time computed on the average daily base permanent salary, exclusive of longevity, overtime and all 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).

SICK AND DISABILITY LEAVE cont.

Section 4:

An employee who is disabled because of occupational injury or disease shall be accorded the benefits of worker's compensation.

Section 5:

Police Department rules and regulations concerning sickness and injury leave and reports shall continue to apply to employees covered by this Agreement.

ARTICLE 15

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UNION BUSINESS LEAVE

Section 1:

The members of the Union Negotiating Committee, not to exceed three (3) in number, shall be granted time off from duty and shall suffer no loss of regular pay for all meetings between the City and the Union for the purpose of negotiating the terms of this Agreement, when such meeting take place at a time during which such members are scheduled to be on duty.

Section 2:

A representative of the Union shall be granted reasonable time off from duty and shall suffer no loss or regular pay for all meetings between the City and the Union for the purpose of processing grievances, when such meetings take place at the time during such Union representative is scheduled to be on duty.

Section 3

The Union agrees to use every effort to schedule meeting so as to minimize the number of employees granted time off duty. It is understood that such time offer refers solely to the time period required to attend such meetings.

Section 4

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

ARTICLE 16

TEMPORARY ASSIGNMENTS

When an employee is assigned to perform the duties of a higher rank for four (4) hours or more, the employee so assigned shall be paid the rate of first step of the higher position for the time so assigned.

In cases where the assigned employee's rate of pay is higher than the First Step, said employee shall be compensated at the next highest rate of pay above his or her.

ARTICLE 17

MILITARY CLAUSE

All employees covered by this Agreement shall be entitled to all rights under federal and statues pertaining to military service.

ARTICLE 18

ACCURED TERMINAL LEAVE DAYS

Section 1:

The provisions of this Article shall not apply to the Supervising Police Property Clerk.

Section 2:

Any employee covered by this Agreement shall earn three (3) calendar days for each year of service up until December 31, 1981 which will be accrued as terminal leave days up to a maximum of seventy-five (75) calendar days. Such leave will be granted to employees upon honorable separation from the Department provided the employee has a minimum of fifteen (15) years of service at the time of their honorable separation. No terminal leave days shall accrue under this Article subsequent to December 31, 1981. Communication clerks are not entitled to this benefit.

Section 3:

All monetary benefits that have accrued for an employee and would have been payable to him during his active employment shall upon his demise be paid prorata where applicable under the contract to his estate provided that such payment is deemed lawful by the City's Corporation Counsel.

ARTICLE 19**SENIORITY****Section 1:**

Traditional principles of seniority shall apply to employees covered by this Agreement. Seniority is defined to mean the accumulated length of service in a particular title in the Department computed from the last date of hire. An employee's length to service shall not be reduced by time due to authorized leave of absence or absence for bona fide illness or injury certified by a Physician. Such certification shall be subject to review by the Police Surgeon.

This definition of seniority shall apply to all terms and conditions of employment established by this Agreement for which seniority is a factor. Civil Service's definition of seniority shall apply to all terms and conditions of employment, for which seniority is a factor that are governed by Civil Service statutes, rules and regulations.

Seniority shall be lost and employment terminated if any of the following occur:

- (a) Discharge
- (b) Resignation
- (c) Absence for five (5) consecutive calendar days without leave or notice or justifiable reasonable reason for failing to give same. Failure to return promptly upon expiration of authorized leave without reasonable notice will subject the employee to disciplinary action. The Director shall establish a seniority list, which shall be updated on or about January 1st of each year and thereafter posted in the Communication Bureau with a copy to the President of the Union.

ARTICLE 20

MANAGEMENT RIGHTS

Section 1:

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

- (a) To executive management and administrative control of the City Government and its properties and facilities, and the activities of its employee;
- (b) To hire all employees and subject to the provisions of law, to determine their qualifications and condition for continued employment or assignment and to promote and transfer employee;
- (c) To suspend, demote, discharge or take other disciplinary action for good and just cause according to law;
- (d) To the executive management of the Police Department by economical and efficient selection, utilization, deployment and disposition of equipment, notwithstanding any other provisions of this Agreement.

Section 2:

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

Section 3:

Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under N.J.S.A. 11 and 11A or any other national, state county or local laws or ordinance.

ARTICLE 21

RULES AND REGULATIONS

Section 1:

The City may establish and enforce reasonable and just rules and regulations in connection with its operation of the Department and maintenance of discipline, provided such rules and regulations shall be furnished to the Union.

It is understood that employee shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of officers and superiors. If an employee or employees believe a rule, regulations, instruction or order of an officer or other superior is unreasonable or unjust, the employee or employees shall comply with the rule, regulations, order or instructions and may file a grievance procedure set forth in ARTICLE 5 of this Agreement.

In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of an officer or other supervisor, the City shall have the right, at its option, to suspend or discharge the offending employee or employees, subject to only the Civil Service laws and regulations.

ARTICLE 22

EXTRA CONTRACT AGREEMENT

Section 1:

The City agrees not to enter into any other Agreement or contract with the employees covered by this Agreement, individually or collectively, or with any other organization which in any way conflicts with the terms and provisions of this Agreement unless the Union agrees to any change in writing.

ARTICLE 23

BAN ON STRIKES

Section 1:

It is recognized that the need for continued and uninterrupted operation of the City's department and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out this Union. The parties hereto agree that there will not be and that the Association, its officers, members, agents or principals will not engage in encourage, sanction, or suggest strikes, slowdowns, lockouts, mass absenteeism, or other similar actions which would involve suspension of or interference with normal work performance.

Section 2:

The City shall have the right to discipline or discharge any employee encouraging, suggesting, fermenting or participating in a strike, slowdown or other such interference.

Section 3:

The Union shall not be held liable for unauthorized acts of unit employees provided the Union will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned and to order all who participate in such activity to cease and desist from same immediately and to return to work along with such other steps as may be necessary under the circumstances to bring about compliance with its order.

ARTICLE 24

DISCRIMINATION AND CORRECTION

Section 1:

There shall be no discrimination, interference or coercion by the Employer or by any of its agent against the Union or against the employees represented by the Union because of membership or activity in the Union.

There shall be no discriminations or coercion by the Union or any of its agents against any employees covered by this Agreement because of membership or non-membership in the Union. Nor shall the Employer discriminate in favor assist, any other labor or police organization, which in any way affects the Union's rights as certified representative of the employees. Neither the Employer nor the Union shall discriminate against any employee in violation of N.J.S.A. 10:11-1 et seq. and applicable federal law. The City will cooperate with the Union with respect to all reasonable requests concerning the Union's responsibilities as certified representative.

ARTICLE 25

INVESTIGATIONS

General Order 68-3 is recognized as the guideline for employees in regard to official investigations and copy of this Order shall be given to every employee.

ARTICLE 26

DISCIPLINE AND DISCHARGE

Section 1:

It is agreed that nothing herein shall in any way prohibit the City from discharging or other wise disciplining any employee, regardless of seniority for just cause.

Section 2:

A grievance over minor disciplinary action, as this term is defined by the Department of Personnel Rules and Regulations, shall proceed through the grievance procedure provided by this Agreement.

Section 3:

All disciplinary actions shall be progressive, except in the case of an act of criminal intent or bodily harm, or as otherwise provided for in the City's Policies and Procedures. An employee shall not receive any disciplinary action unless:

- (a) *Verbal Warning is given*
- (b) *Written reprimand is given to the employee and the Union simultaneously*

In all matter where a disciplinary action is contemplated, the City shall supply the employee and the Union office with the charges and written documentation submitted from which the charges are drawn, five (5) days prior to the scheduling of a hearing for disciplinary action.

The City of Newark has forty-five (45) days after sufficient information exists of a violation to serve an employee with a charge upon which disciplinary action is sought.

Where a hearing is appropriate, it is to be scheduled within thirty (30) days from the date that the employee is served with the charges.

DISCIPLINE AND DISCHARGE cont.

Section 4:

In the event an employee is given immediate suspension, that employee has five (5) business days after receipt of such notice to request a hearing. Where such a request is made, the City shall have ten (10) business days to schedule a hearing.

Section 5:

All major disciplinary actions shall proceed through the hearing procedures provided by Civil Service Statutes, Merit System Board of Office of Administrative Law Rules and Regulations. Arbitration of a grievance or Civil Service hearing procedures shall not operate as a stay of the suspension of discharge except as provided by Civil Service Rules and Regulations.

ARTICLE 27

MUTUAL AID

Section 1:

Employees while rendering aid to another community are fully covered by worker's compensation and liability insurance and pensions as provided by State Law.

ARTICLE 28

SAVINGS CLAUSE

Section 1:

In the event that any provision of this Agreement shall at any time be declared invalid by Legislative Act or any court of competent jurisdiction, or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being express intent or the parties hereto that all other mandatory negotiable provision not declared invalid shall remain in full force and effect.

Section 2:

In the event of such finding, the City and the Union will agree to meet within thirty (30) days to negotiate a replacement Article or section provided the article of section so declared invalid is mandatory negotiable.

ARTICLE 29

WAGES

Section 1:

Effective January 1, 2005, all employees shall be entitled to receive **\$2,000.00** increase added to their annual base salary.

Effective January 1, 2006, all employees shall be entitled to receive **\$2,000.00** increase added to their annual base salary.

Effective January 1, 2007, all employees shall be entitled to receive **\$2,000.00** increase added to their annual base salary.

Effective January 1, 2008, all employees shall be entitled to receive **\$2,000.00** increase added to their annual base salary.

ARTICLE 30

SHIFT DIFFERENTIAL

Section 1:

Effective *January 1, 2006* upon full execution of the contract, *three hundred (\$300.00) dollars* yearly differential shall be paid to all full time employees covered by this Agreement who has worked the afternoon evening shift, or the night shift beginning work between 2:00 p.m. and 10:00 p.m. or who rotate on a regular basis through these shifts.

Effective January 1, 2008, shall increase to four hundred dollars (\$400.00) yearly differential shall be paid to all full time employees covered by this Agreement who has worked the afternoon evening shift, or the night shift beginning work between 2:00 p.m. and 10:00 p.m. or who rotate on a regular basis through these shifts.

The benefit is payable in two (2) installments, June and December of each year.

Section 2:

Those full time employees who are temporarily assigned to an afternoon/evening shift or the night shift, or who are temporarily assigned to rotate through these shifts shall receive a pro-rated shift differential.

ARTICLE 31

PERSONAL LEAVE

Section 1:

All employees covered by this Agreement shall be entitled to one (1) day of personal leave per year. This leave may be taken at any time provided adequate notice is given to the Department Director and the Director gives his/her permission, which shall not be unreasonably denied.

Section 2:

The personal day must be utilized by an employee during the year in which it is earned. It may not be accumulated from year to year.

Section 3:

The personal day shall be credited to an employee on the first day of each year. An employee hired on or before August 31 or any year shall receive one personal day allowance for that year. An employee hired on September 1 or thereafter of any year received no credit for that year.

Section 4:

Request for personal leave must be made seven (7) business days prior to proposed leave day. Supervisors shall respond in five (5) business days of receipt, failure to respond within the timeline automatically means approval.

ARTICLE 32

FULLY BARGAINED PROVISIONS

Section 1:

This Agreement represents and incorporates the complete and final understanding and settlement 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 contemplations of either or both parties at the time they negotiated or signed this Agreement.

Section 2:

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.

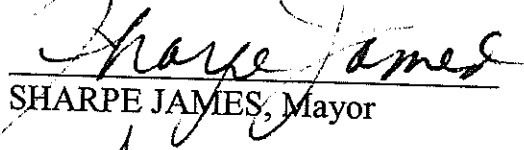
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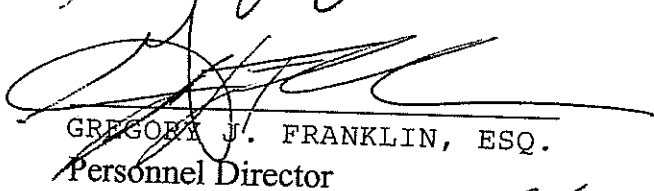


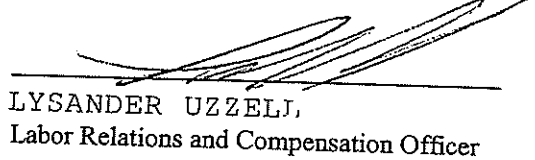
ROBERT P. MARASCO, City Clerk

1/27/06

CITY OF NEWARK

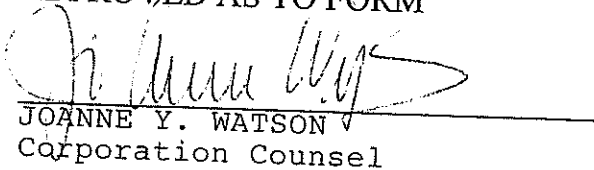

SHARPE JAMES, Mayor


GREGORY J. FRANKLIN, ESQ.
Personnel Director

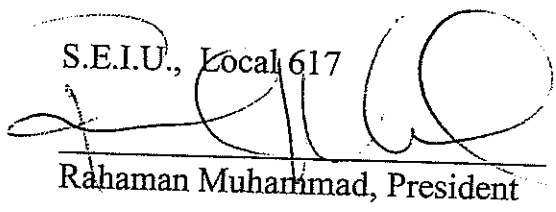

LYSANDER UZZELJ,
Labor Relations and Compensation Officer

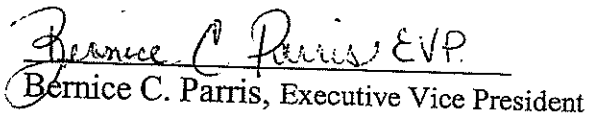
WITNESS:

APPROVED AS TO FORM


JOANNE Y. WATSON
Corporation Counsel

S.E.I.U., Local 617


Rahaman Muhammad, President


Bernice C. Parris, Executive Vice President