

# ESSEX

## AGREEMENT

Between

Newark, City of  
CITY OF NEWARK  
(ESSEX COUNTY) NEW JERSEY

and

LOCAL 617

SERVICE EMPLOYEES INTERNATIONAL

UNION, Local 617

(School Traffic Guards)

X January 1, 1980 through December 31, 1982

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PREAMBLE

This Agreement, effective this        day of  
1980 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 917, Service Employees International Union (hereinafter  
referred to as the "Union") represents the complete and final  
understanding of all bargainable issues between the City and  
the Union and is designed to maintain and promote a harmonious  
relationship between the City and such of its employees  
who are covered by Article I, Recognition, in order that a  
more efficient and progressive public service may be rendered.

TRX 11/30/77

ARTICLE I - RECOGNITION

In accordance with the Service Letter of the New Jersey Public Employment Relations Commission dated November 13, 1977 (Docket No. 2073-77) the City recognizes the Union as the exclusive collective negotiating agent for all School Traffic Guards employed by the City of Newark, New Jersey.

TR X 111377

ARTICLE II - BULLETIN BOARDS

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

ARTICLE III- GRIEVANCE PROCEDURE

A. Purpose:

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

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

B. Definition:

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

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 a 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 a suspension.

The words "render a decision" or "decisions" used below includes the requirement that each such decision shall be in writing, with reasons, and that a copy thereof shall be delivered to the employee and 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 receipt 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 time allotted for such decision, the matter may be submitted, in writing to the Police Chief or his representative.

2. The Police Chief or his 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, then within five (5) working days following the decision of 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, Department of Police or his representative.
2. The Director or his 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 within five (5) working days following the decision of the Director or within five (5) working days following the time allotted for such decisions, the matter may be submitted in writing to the Business Administrator or his representative.
2. The Business Administrator or his 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 Five decision is due or when 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 Procedures, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. In this event the Association shall pay whatever arbitration fees and costs may have been 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 involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any amendment or supplement thereto or to add new provisions to this Agreement or any amendment or supplement thereto.

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

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) day school session week.

Section 2.

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

Section 3.

Whenever an employee is assigned to work on a specific Newark School Board holiday beyond the schedule set forth in Section 1 above, such time shall be considered as overtime and the employee shall be paid at the rate of straight time his base pay. Overtime required on a normal work day for special reasons shall be compensated for at straight time segments of one-half hour. 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 Crossing 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 compensations schedules for summer schedule work, as promulgated by the Newark Board of Education prior to commencement of the summer school session.

LEAVE OF ABSENCE

ARTICLE V

LEAVE WITHOUT PAY

Section 1. Any employee may be granted, with the approval of the Director or Acting Director of the Department, leave without pay up to a maximum of six (6) months, provided he/she shall make such request of the officer in charge at least two (2) weeks in advance of the date for which such leave is desired except in the event of 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 Municipal Council, which approval may not be unreasonably denied. No further renewal will be granted except upon the approval by the Department of Civil Service.

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. Permanent employees shall be granted Maternity Leave up to accumulated sick leave credits and then they shall request a leave of absence as per Section 1 of this Article.

TRX 11378

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 Board of Education, 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 as paid holidays. School closings for days other than noted above shall not be considered as paid holidays.

Section 2.

Those days noted on the Board of Education Calendar as Vacation periods or school closings for conventions shall be considered as periods for School Traffic Guard Vacation periods, including Christmas, Easter, Spring Recess, not excluding others.

Section 3.

The days other than official paid holidays or Vacation periods when schools are closed, be utilized by the Police Department to establish training and/or orientation programs. Said days when employee is 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 employees.

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 cancelled days common to both groups.

ARTICLE VII - VACATIONS

A. Annual vacation leave with pay shall be earned according to the New Jersey State Department of Civil Service Rules and Regulations and as provided in Section 3:14-5, 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 year of service commencing with school opening in September each year, one day vacation for each month of service.

(b) After one 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.

(2) For the purposes of establishing service dates for vacation credits, September, 1974 being the date School Traffic Guards were re-classified into the Non-Competitive Service and granted permanent status under Title 11, Civil Service shall be considered as the starting date.

B. (1) An employee who is retiring or who has otherwise separated shall be entitled to vacation allowance prorated upon the number of months in the calendar year (Board of Education) in which the separations or retirement becomes effective.

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

ARTICLE VIII HEALTH INSURANCE AND LIFE INSURANCE

A. The City agrees to continue to provide Health Insurance coverage during the lifetime of this Agreement for all employees and all the eligible members of their families in accordance with the current hospitalization plan; Blue Cross; Prudential Surgical 1400 B Plan, Prudential Major Medical; and Medicare Part B for eligible employees.

The City of Newark shall continue the aforesaid coverage after retirement and shall continue to assume the entire cost of such coverage and pay the premiums for all full time and part-time permanent employees, including their dependents, if any, who shall retire after twenty-five (25) years or more of service with the City of Newark, as per present resolution of Municipal Council.

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 a health maintenance organization shall bear such costs of the health plan which exceed the costs of the regular City plan.

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 change is made. In any event there shall be no interruption of medical benefit coverage for employees covered by this Agreement.



ARTICLE VIII (CONTINUED)

B. 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 Death Benefit Plan plus \$10,000.00 Accidental Death and Dismemberment coverage.

The said benefits shall be reduced to a total of \$1,500.00 for all active employees who are age sixty-five (65) or who shall attain the age of sixty-five (65). Said total \$1,500.00 coverage shall include all employees who retire after the execution of this Agreement and who shall have served a minimum of fifteen years of service with the City of Newark.

C. 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 death benefits from the first day of actual return to assigned duty.

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

E. A provisional 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.

F. 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.

G. The City agrees to provide a Prescription Plan during the lifetime of this agreement to School Traffic Guards and their eligible dependants. The Plan will be provided by Union Prescription Service with \$1.50 co-pay.

The City reserves the right to change the provided of this Plan or to provide it on a self-insured basis during the lifetime of this 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 change is made. In any event, there shall be no interruption of Prescription Plan coverage for employees covered by this Agreement.

The Plan shall be implemented as soon as legally possible after the signing of the contract, but no later than March 1, 1981.

ARTICLE IX - SICK LEAVE

A. General

Every employee subject to this Agreement shall be entitled to paid sick leave benefits per annum according to applicable Rule 14:17.14 et seq., of the Civil Service Rules for the State of New Jersey, revised April 15, 1971 and applicable provisions of N.J.S.A. 11:24-A.

B. Service Credit for Sick Leave

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

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

C. Amount of Sick Leave

1. a. Sick leave with pay shall accrue to any full time employee on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and ten (10) days in every calendar year thereafter.

b. Prior service credit of 3 days shall be granted to all employees covered by this Agreement with three (3) years of service or more at the signing of this Agreement.

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

3. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment. Upon termination, the City shall certify to the Department of Civil Service 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 him to sick leave, the supervisor shall be notified promptly prior to the employee's starting time.

a. Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence, and failure to report for five 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 totalling ten (10) days in one 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 recurring absences of one day or less in which case only one certificate shall be necessary for a period of six (6) months.

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

2. In case of leave of absence due to exposure to 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 this 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 normal duties and that his return will not jeopardize the health of other employees.

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

- A. For an employee who has accumulated zero (0) to fifty (50) days of unused sick time at the effective date 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 twenty-five (25%) percent of the value of sick days exceeding 50 days computed on the average daily base permanent salary, exclusive of longevity, overtime and all other compensation of the employee for the 12 months preceding the effective date of retirement up to a total maximum of twelve-thousand dollars (\$12,000.00).

ARTICLE X - LEAVES OF ABSENCE  
(JURY AND/OR COURT APPEARANCE)

A. Employees who 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 such employee, if the employee is thereafter assigned to Jury Duty, the City will grant a leave of absence with pay.

B. Employees who 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.

C. Employees who are required to appear before a Court or other public body on any personal matter not involving the City, shall be granted leave without pay for the period of said appearance.

ARTICLE XI  
MANAGEMENT RIGHTS

A. 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 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 take other disciplinary action for good and just cause according to 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 the 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 hereof are in conformance with the Constitution and Laws of New Jersey and of 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 other national, state county or local laws or ordinances.

ARTICLE XII - UNION REPRESENTATIVES

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 such a representative enter the City's facilities, 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.



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 scheduled work hours, unless unavoidably prevented;
  2. Give such effort to their work as is consistent with the requirements thereof;
  3. Avoid waste in the Utilization of materials and supplies;
  4. Maintain and improve levels of performance;
  5. Assist in preventing accidental injury to themselves and others;
  6. Cooperate in the installation of methods and technological improvements where possible;
  7. Assist where possible in building 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 Service Rules and Regulations standards for acceptable levels of performance may be established and employees evaluated by the City in relation to the duties and responsibilities of each job.
- D. An acceptable level of employee performance shall be attained only if performance is adequate and acceptable in all major aspects of the job requirements. Consideration shall be given to all aspects of performance including requisite attitudes and conduct as well as production and efficiency of work. Consistently poor judgment, lack of diligence, 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.

TRX 111377

ARTICLE XIV - AVAILABILITY OF CONTRACT

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

ARTICLE XV - SALARY

The compensation for School Traffic Guards covered in this Agreement shall be as follows:

SCHOOL TRAFFIC GUARD - TITLECODE - 120601

(a) (part-time - four (4) hours per day - twenty (20) hours per week)

	<u>1980</u>	<u>1981</u>	<u>1982</u>
During the first year of service	\$3.35/hr.	\$3.52/hr.	\$3.70/hr.
During the second year of service	4.02 "	4.22 "	4.43 "
During the third year of service	4.68 "	4.91 "	5.16 "
During the fourth year of service	5.36 "	5.63 "	5.91 "

(b) All compensation procedures, compensations and increments schedules shall be in accordance with applicable rules and regulations and adopted ordinances. For the purpose of increments for School Traffic Guards' years of service shall be based on dates of employment according to the Newark Board of Education school calendar. The increment schedule shall be based on employment from September following the September employed of the previous years.

(c) Longevity benefits shall be granted to the employees covered by this Agreement according to Ordinance 6S and FH adopted November 22, 1966. Longevity credits shall be pro-rated each year according to the number of months worked. Twelve full months of service shall be considered as one (1) year for the purpose of calculating years of service.

(d) The salary scale adopted pursuant to this Agreement shall be retroactive from January 1, 1980 and in effect to December 31, 1982.

ARTICLE XVI - DUES DEDUCTIONS

DEDUCTIONS FROM SALARY

A. The City agrees to deduct from the salaries of its employees, subject to this Agreement dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S. 51:14-15, 3e), as amended. Said monies together with records of any corrections shall be transmitted to the Union office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

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

C. The Union will provide the necessary "Check-off Authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Director of 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 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 changed deduction.

ARTICLE XVII

Uniform Allowance

- A. For the year 1980, the clothing allowance shall remain at \$150.00.
- B. For the year 1981, the clothing allowance shall increase to \$175.00.
- C. For the year 1982, the clothing allowance shall increase to \$200.00.
- D. The payments for clothing allowance shall be made no later than May 1st of each year.
- E. The city reserves the right to require uniform specifications of all school crossing guards. Said specifications shall be discussed with the Union representatives prior to implementation.

TRX 111374

ARTICLE XVII - 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 suffer no loss of regular pay on death of spouse, father, mother, daughter, son, grandson, granddaughter.

ARTICLE XIX - JOB INJURY

Whenever 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 employment, the City shall:

(A) Pay to such employee the full 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 of N.J.S.A. 11:24A-4 and the Personnel Policy and Procedure, Section 5, Number 32.

(B) The employee shall upon receiving the 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 seniority, for good and just cause. An employee shall receive five (5)-days written notice prior to the commencement of a disciplinary hearing. 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.

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 the other employees or the public.

Section 4.

In the event that a discharged employee believes that he has been unjustly dealt with, said employee or the Union, with 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 proceedings herein provided. If no complaint is filed within the time specified, then said discharge shall be deemed to be absolute.



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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 practicable according to said Civil Service Law, employees with the greatest seniority will be given preference in layoffs and recalls.

ARTICLE VIII - LEGAL DEFENSE

Section 1.

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 employment, said employee shall refer the matter immediately to the Corporation Counsel's Office for a determination as to whether the City shall defray all costs defending such action, and the costs 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 AND NO LOCKOUT PLEDGE

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

B. The Union covenants and agrees that neither the Union, 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 subsistence 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 any 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 no discrimination by the City or the Union against an employee on account of race, color, creed, sex, age or national origin.

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

ARTICLE XVII

7AX 111379

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 contemplation of either or both of the 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.

ARTICLE XXVI

AGENCY-SHOP REOPENERS

After January 1, 1981, the Union may request the City to negotiate the possibility of including an agency shop clause in this Agreement.

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 designee 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 XIX

DURATION

Section 1.

This Agreement shall be in full force and effect as of January 1, 1980 and shall be in effect through December 31, 1982 without any re-opening date. On or after September 1, 1982 and prior to October 1, 1982, either party may serve notice upon the other party of a desire to change, modify or terminate the Agreement.

Section 2.

In the event that the parties have not achieved a mutually satisfactory agreement by December 1, 1982 the parties will file a joint request, in writing, for the appointment of a mediator with the Public Employment Relations Commission pursuant to Chapter 303, Public Laws of 1963. The aforementioned date may be extended by mutual agreement of both parties.

Section 3.

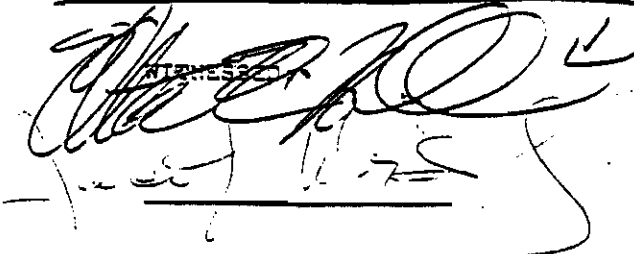
The terms of this Agreement shall continue in effect during the negotiations between the parties.

ATTEST:

  
Frank D'Ascencio, City Clerk

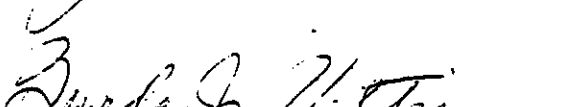
7/16/81

ELTON F. HILL B.A.

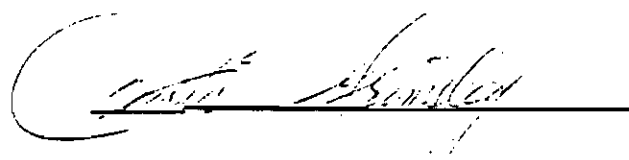
  
WITNESSED

CITY OF NEWARK:

  
Kenneth A. Gibson, Mayor

  
Brenda J. Veitri, Personnel Director

LOCAL 617 S. E. L. U.





TENTATIVE SETTLEMENT

between

THE CITY OF NEWARK

and

LOCAL 617, S.E.I.U.

Three year contract starting January 1, 1980 to  
December 31, 1982.

1980

- (1) Prescription Plan, effective at signing of contract.
- (2) \$25.00 clothing allowance.
- (3) The City will provide the union with a Table of organization twice annually.
- (4) City's health and life insurance language.
- (5) H.M.O. language.

1981

- (1) 5% salary increase.
- (2) Assignment of summer work.
- (3) Legal language regarding maternity leave.
- (4) Contract reopener for Agency Shop only.

1982

- (1) 5% salary increase.
- (2) Payment of sick time as follows:

0-50 days	-	no payment
51-150 days	-	25% of its worth
over 151 days	-	50% up to maximum of \$12,000.00
- (3) \$25.00 clothing allowance.

TRCE 0415 81

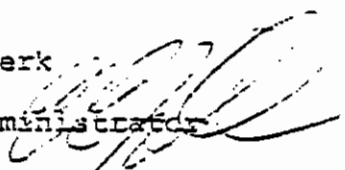
Kenneth A. Gibson  
Mayor

Department of Administration

920 Broad Street  
Newark, New Jersey 07102  
201 733-3780

Elton E. Hill  
Business Administrator

TO: Frank D' Ascensio, City Clerk

FROM: Elton E. Hill, Business Administrator 

RE: CONTRACT - LOCAL 617 S.E.I.U.

DATE: April 8, 1981

This contract is being submitted to the Newark Municipal Council for their consideration at their April 15, 1981 meeting.

RECEIVED AFTER CALENDAR CLOSING  
COPY TO COUNCIL & ANALYSTS FOR THEIR INFORMATION  
Res TRCE 0415 81

REF 041587

NEWARK

Kenneth A. Gibson  
Mayor

Department of Administration

920 Broad Street  
Newark, New Jersey 07102  
201 733-3780

Elton E. Hill  
Business Administrator

TO: Elton E. Hill, Business Administrator

FROM: Jacob Weiss, Labor Relations and Compensation Officer

RE: LOCAL 617 S.E.I.U. CONTRACT

DATE: April 8, 1981

Attached, please find a contract which was negotiated with the bargaining unit representing school crossing guards for a period from January 1, 1980 through December 31, 1982.

This contract provides for salary increases of 5% as of January 1, 1981 and 5% as of January 1, 1982. In addition, this contract provides for a \$25.00 clothing allowance in 1981 and additional \$25.00 clothing allowance in 1982.