

**AGREEMENT BETWEEN THE  
CITY OF NEWARK  
ESSEX COUNTY, NEW JERSEY**

**And**

**SERVICE EMPLOYEES INTERNAL UNION, LOCAL 617  
(SCHOOL TRAFFIC GUARDS)**

**JANUARY 1, 2010 through DECEMBER 31, 2013**

INDEX

	<u>PAGE</u>
PREAMBLE	1
Article I                    RECOGNITION	2
Article II                    BULLETIN BOARDS	3
Article III                    GRIEVANCE PROCEDURE	4
Article IV                    WORK WEEK	8
Article V                    LEAVE OF ABSENCE/PERSONAL LEAVE	9
Article VI                    HOLIDAYS	11
Article VII                    VACATION LEAVE	13
Article VIII                    HEALTH INSURANCE, LIFE INSURANCE AND PENSION	14
Article IX                    SICK LEAVE	18
Article X                    LEAVE OF ABSENCE: JURY DUTY AND /OR COURT APPEARANCE	22
Article XI                    MANAGEMENT RIGHTS	23
Article XII                    UNION REPRESENTATIVES	24
Article XIII                    EMPLOYEE PERFORMANCE	25
Article XIV                    AVAILABILITY OF CONTRACT	27
Article XV                    SALARY	28
Article XVI                    LONGEVITY	29
Article XVII                    DUES DEDUCTION	31
Article XVIII                    UNIFORM ALLOWANCE	33
Article XIX                    BEREAVEMENT LEAVE	34
Article XX                    JOB INJURY	35

Article XXI	DISCIPLINE AND DISCHARGE	36
Article XXII	SENIORITY	38
ARTICLE XXIII	LEGAL DEFENSE	39
Article XXIV	NO STRIKE AND LOCKOUT PLEDGE	40
Article XXV	NON DISCRIMINATION	41
Article XXVI	FULLY BARGAINED PROVISIONS	42
Article XXVII	REPRESENTATION FEE IN LIUE OF DUES	43
Article XXVIII	WORK LOCATIONS	45
Article XXIV	SUMMER WORK ASSIGNMENTS	46
Article XXX	WORK REPORT NOTIFICATION	47
Article XXXI	TERMS OF EMPLOYMENT	48
Article XXXII	DURATION	49

**PREAMBLE**

This Agreement, effective this 1st day of January, 2010, entered into by and between THE CITY OF NEWARK, in THE COUNTY OF ESSEX, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "City") and the Service Employees International Union Local 617, (hereinafter referred to as the "Union"), represents the complete and final understanding on all bargaining 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 1, Recognition, in order that more efficient and progressive public service may be rendered.

**ARTICLE I**  
**RECOGNITION**

In accordance with the service of the New Jersey Public Employment Relations Commission dated November 18, 1977 (Docket No. Ro. 73-77), the City recognizes the Union as the exclusive collective negotiating agent for all School Traffic Guards employed by the City of Newark, New Jersey.

**ARTICLE II****BULLETIN BOARDS**

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

**ARTICLE III****GRIEVANCE PROCEDURES****A. PURPOSE**

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

The parties agree that this procedure will be kept as informal as may be appropriate.

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

The words “render a decision” or “decisions” used below includes the requirement that each decision shall be in writing, with reasons for the decision, and that a copy of the decision shall be delivered to the employee and the Union.

1. STEP ONE

a. An aggrieved employee may institute a grievance under the provisions hereof within five (5) working days of a perceived violation of this Agreement. An earnest effort will then be made to settle the differences between the aggrieved employee and his/her immediate Supervising Sergeant for the purpose of resolving the matter informally.

b. Failure on the part of the aggrieved employee to act within five (5) working days as provided for in Section “a” shall be deemed to constitute an abandonment of the grievance.

c. The immediate Supervising Sergeant as provided for in Section “a” above, after consultation and approval by the Traffic Division Head, shall render a decision within seven (7) working days following his/her receipt of the grievance.

2. STEP TWO

a. In the event a satisfactory settlement of the grievance has not been reached at Step One, then within seven working days the grieving employee may escalate the grievance. This shall be done in writing, signed by the grieving employee, and filed with the Police Chief or his/her designee.

b. The Police Chief or his/her designee shall review the matter, and render a decision in writing within five (5) working days following his/her receipt of the grievance.



3. STEP THREE

a. In the event the grievance has not been resolved at Step Two, then within five (5) working days following the determination of the Police Chief or within five (5) working days following the time allotted for such decision, the matter may be submitted in writing, to the Director of the Police Department or his/her designee.

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

4. STEP FOUR

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

b. The Business Administrator or his/her designee shall review the matter and render a decision within ten (10) working days following his/her receipt of the complaint.

5. STEP FIVE--Arbitration

a. Should the aggrieved employee be dissatisfied with the decision of the Business Administrator or his/her designee, or if there is no decision, the Union may, within ten (10) working days from the date the Step Four decision is due or rendered, request arbitration. The arbitrator shall be chosen in accordance with the Rules of the Public Employment Relations Commission.

b. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts involved in the grievance as presented to him/her. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto, or to add new provisions to this Agreement or to any amendment or supplement thereto.

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

d. The arbitrator shall set forth his/her findings of fact and reasons for making the award which shall be binding on the parties within thirty (30) days after conclusion of the arbitration hearing unless otherwise agreed to by the parties.

D. **CITY GRIEVANCES**

Grievances initiated by the City shall be filed directly with the Union within ten (10) working days after the event giving rise to the grievance has occurred. A meeting shall be held within (10) working 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 the matter for arbitration in accordance with Step Five in this Article.

## ARTICLE IV

### WORK WEEK

1. The City insofar as possible, shall maintain the current work week of approximately four (4) hours per day, twenty (20) hours per week according to a normal five (5) days school week session.
2. The City reserves the right to schedule and alter the starting and ending of the work day according to the needs of particular services at the school crossings for particular school sessions provided the schedule noted in Section One (1) is adhered to.
3. Work beyond forty (40) hours in any calendar week shall be compensated at one and one half (1 ½) times the base rate of pay. Whenever an employee is assigned to work on a specified **Newark Public School Holiday** beyond the schedule set forth in Section 1 above, such time shall be considered overtime and the employee shall be compensated at straight time of his/her base pay, up to forty (40) hours. The provision of this Article shall apply to such overtime that has been properly directed and authorized in advance by the **Deputy Chief** in charge of the **Traffic Division**.
4. The City reserves the right to assign School Traffic Guards according to the needs of the City to maintain appropriate coverage at designated school traffic crossings.
5. An employee retained for the summer schedule shall not have continuity of services broken provided the employee is employed for the following school term. Said employee shall be compensated according to present compensation schedules for summer schedule work, as promulgated by the Newark Public Schools prior to the commencement of the summer school session.

**ARTICLE V****LEAVE OF ABSENCE/ PERSONAL LEAVE**

1. Any employee may be granted with the approval of the Police Director, Acting Police Director of the Department, and the Mayor, leave without pay up to a maximum of six (6) months, provided the employee shall make such request of the Officer in charge at least two (2) weeks in advance of the date for which such leave is requested. In the event of an emergency only reasonable notice for such request shall be required. Requests for leave without pay shall not be unreasonably denied.
2. Leave of absence beyond a total consecutive maximum period of six (6) months may be granted only by the approval of the Police Director, Acting Police Director, and the Mayor, which approval may not be unreasonably denied. No further renewal will be granted except upon the approval of the Police Director, the Mayor, and the New Jersey Civil Service Commission.
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 by the City or designated insurance carrier will permit.
4. Employees shall be granted Maternity leave up to accumulated sick leave credits and then they shall request a leave of absence as per Section one (1) of this Article.

5. Effective January 1, 1990, employees covered by this Agreement shall be entitled to one (1) personal day to be utilized with the approval of the Department Director. The personal day must be used within the calendar year in which it is earned or it will be forfeited. The personal day shall be credited to an employee on the first day of the year. Any employee hired on or before August 31<sup>st</sup> of any year shall receive one personal day allowance of that year. An employee hired on September 1<sup>st</sup> or thereafter shall receive no credit for that year.

## ARTICLE VI

### HOLIDAYS

#### Section 1.

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

#### Section 2.

Those days noted on the Newark Public School calendar as vacation periods or school closings for conventions shall be considered as School Traffic Guards vacation periods including Christmas, Easter, and Spring Recesses, but not including periods and or closing.

#### Section 3.

The days other than official paid holidays or vacation periods, when schools are closed may be utilized by the Police Department to establish training and/or orientation programs. Said days when employees are called in for training and/or orientation shall be paid at the regular rate of pay for a work day provided that such training and/or orientation schedule does not exceed the normal working day as defined in Article IV, Section 1. The City agrees to conduct a minimum of three (3) training days a year.

Section 4.

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

Section 5.

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

Section 6.

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

**ARTICLE VII**  
**VACATION LEAVE**

A.

Annual vacation leave with pay shall be earned in accordance with the New Jersey Civil Service Commission Rules and Regulations, as provided in Section 2:24-6, Title 2 of the Revised General Ordinances of the City of Newark, New Jersey 2000 as follows:

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

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

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

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

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

B.

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

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



## ARTICLE VIII

### HEALTH INSURANCE, LIFE INSURANCE AND PENSION

The provisions of this Article shall be administered in accord with the provisions of P.L. 2011, Chapter 78, as presently provided.

The City shall provide Health Insurance, Dental Plan, and Prescription Plan to all eligible and enrolled employees and eligible dependents and eligible Civil Union partners as follows:

School Traffic Guards are considered Civil Service Unclassified employees and shall serve a minimum of ninety (90) days of continuous service with the City to be eligible for health and medical insurance coverage in all instances.

#### A. MEDICAL PLAN

The employee will be eligible for his choice of:

1. Horizon Traditional Plan (with \$250 per person Major Medical Deductible\*); OR
2. Horizon Direct Access Plan; OR
3. Horizon Exclusive Provider Organization (EPO)

*\*Effective June 1, 2009, the lifetime Major Medical maximum for Horizon Traditional Plan increased from \$1,000,000 to UNLIMITED for active employees.*

#### B. DENTAL PLAN

The employee will be eligible for his choice of:

1. Horizon Dental Choice Plan E (no benefits provided if utilizing the services of an out-of-network provider); OR
2. Horizon Dental Option Plan(Open Panel 80/20 plan); OR
3. Group Dental Health Administration (no benefits provided if utilizing the services of an out-of-network provider; this plan is available only to currently enrolled subscribers- no new enrollments will be accepted)

#### C. PRESCRIPTION PLAN

The employee will be eligible for a Prescription Drug Plan (with \$10 co-pay per prescription for "Brand" drugs and \$5 co-pay per prescription for "Generic" drugs)

- D. An employee represented by this collective bargaining unit who is eligible for dependent coverage under any medical, dental or prescription drug benefit plan sponsored by the City of Newark shall be entitled only to such dependent coverage for said plan and shall not be entitled to coverage as a subscriber to said health plan provided under this agreement except where more than one family member is represented by this Agreement, the subscriber shall be the employee family-member with the earliest date of birth.

- E. Effective January 1, 2013, all active employees will make a *(non-refundable)* ten dollar (\$10.00) per month contribution toward their retiree health benefits.

F. RETIREE BENEFITS

Eligible Retirees and their eligible dependents and eligible civil union partner will be entitled to lifetime health insurance coverage until their date of the retiree's death as indicated below. (Eligible retirees include those with at least 25 years of City of Newark service in the aggregate; Service as a School Traffic Guard between the period covering February 1, 1976 and September 8, 1977 shall be considered as continuous for the purpose of determining eligibility for retiree benefits.)

Effective June 1, 2008:

- All Medicare (Parts A and B) eligible retirees and their eligible dependents (legal spouse or eligible Civil Union partner) will be ineligible for the City's traditional retiree health plan offered by Horizon Blue Cross Blue Shield of New Jersey (hospitalization/med-surgical).
- All Medicare (Parts A and B) eligible/enrolled retirees and their eligible/enrolled spouse or Civil Union partners who are entitled to City funded retiree health benefits will be entitled to enroll in the contracted carrier provided Medicare retiree plan. The City agrees to assume the full employer billed cost of the carrier provided Medicare retiree plan for the eligibly enrolled population.
- The City will no longer provide a separate Medicare supplemental retiree health insurance plan for Medicare eligible retirees or their Medicare eligible dependents. The carrier provided Medicare retiree plan will be the sole employer sponsored retiree health benefit plan for all Medicare eligible retirees and their eligible spouse/Civil Union partners.
- The enrollment under the carrier provided Medicare retiree plan will be based on single member enrollment. Therefore, the eligible retiree and eligible spouse/Civil Union partner will be provided with separate enrollment under the carrier provided Medicare retiree plan.
- All confirmed Medicare ineligible (based on notification from Medicare indicating Part A benefit is not "premium free") retirees and their spouse/Civil Union partner will be entitled to the traditional retiree health plan noted in their union contract or by health benefit entitlement established by ordinance.
- Eligible retiree's entitlement under the carrier provided Medicare retiree plan will continue for the remainder of the retiree's life.

- Medicare eligible retirees that reside outside of the 50 United States are ineligible to participate in the carrier provided Medicare retiree plan. Traditional retiree plan entitlement will continue for retirees, their spouses and eligible Civil Union partners that have permanent residence outside of the 50 United States. They will receive benefits in accordance with the contract or by health benefit entitlement established by ordinance.
- Retirees and their eligible spouse who are at least age 65 but ineligible (based on notification from Medicare) for Medicare Part A or B must submit the original notification letter they received from Medicare to the City. These retirees will be ineligible to enroll in the carrier provided Medicare retiree plan and must remain in the traditional retiree plan, receiving benefit levels in accordance with the union contract or by health benefit entitlement established by ordinance.
- Traditional retiree plan entitlement will continue for dependent children of the Medicare eligible retiree. The benefit levels will be provided in accordance with the contract or by health benefit entitlement established by ordinance.
- Uninterrupted member enrollment in the carrier provided Medicare retiree plan is contingent upon timely Part A/B premium payments to Medicare which are made by the Medicare eligible retiree and spouse.
- If reenrollment in the carrier provided Medicare plan is required, the enrollment will be subject to the established enrollment periods provided for the City subscribers and their eligible dependents.
- The City will provide eligible retirees and their eligible dependents or eligible Civil Union partner with a Prescription plan that requires a 20% copayment.

#### **G. MEDICARE PART B REIMBURSEMENT**

- All employees and their eligible spouses and/or civil union partners who retire on or after January 1, 1998, and who have earned Medicare Part A coverage shall be reimbursed by the City at the rate of fifty percent (50%) for the purchase of Medicare Part B upon proper notification by the retirees to the City. In no case will Part B reimbursement be made for a retroactive period beyond one year from date of notice by the retiree.

#### **H. LIFE INSURANCE**

- Effective January 1, 1997, Life insurance (death benefit and accidental death and dismemberment coverage) was eliminated for active employees and for those who retire on or after January 1, 1997.

- I. All School Traffic Guards hired after April 26, 1979 are required to become members of the Public Employees Retirement System (PERS) of New Jersey.
- J. The City reserves the right to change insurance carriers or provide insurance on a self-insured basis during the lifetime of the Agreement so long as substantially similar benefits but no less than those presently in effect are provided. The City shall notify the Association if such change is made. In any event, there shall be no interruption of medical benefit coverage for employees covered by this Agreement.
- K. If health and medical insurance coverage, as described herein, is provided by a contract of insurance, the liability of the City shall be limited to the terms of the contract, provided the contract is in accord with the Agreement.

## ARTICLE IX

### SICK LEAVE

#### A. GENERAL

Every employee covered by this Agreement shall be entitled to paid sick leave benefits per annum pursuant to the Rules and Regulations as established by the Civil Service Commission N.J.A.C. 4A:6-1.1, et seq., of the New Jersey's Civil Service Commission's Regulations for the State of New Jersey, as periodically revised, and promulgated by the Rules and Regulations of the Civil Service Commission as established and the applicable provisions of N.J.S.A. 11A:6-1, et seq.

#### B. SERVICE CREDIT FOR SICK LEAVE

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

#### C. AMOUNT OF SICK LEAVE

1. Sick leave with pay shall accrue to any School Traffic Guard on the basis of one (1) working day per month during the remainder of the first school calendar year of employment after initial appointment and ten (10) days every school calendar year thereafter which shall be credited to the employee on the first working day in September. If an employee leaves

employment with the City prior to completion of the school calendar year, his/her sick benefit will be pro-rated.

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

3. An employee shall not be reimbursed for accrued sick leave at the time of his/her separation from employment unless such separation is due to retirement as provided herein. Upon separation from employment, the City shall certify to the Civil Service Commission 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/her to sick leave, the employee shall notify his/her supervisor promptly prior to the employee's starting time.

2. Failure by the employee to so notify his/her supervisor may be cause of denial of the use of sick leave for that absence and may constitute cause for disciplinary action. Failure to report without notice for five (5) consecutive days to constitute a resignation. This clause shall not be construed to prevent the Union from filing a grievance pursuant to this Agreement.

**E. VERIFICATION OF SICK LEAVE**

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

a. An employee who has been absent on sick leave for periods totaling ten (10) days in the calendar year consisting of periods of less than five (5) days, shall submit acceptable medical

evidence for any additional sick leave in that year unless such illness is of a chronic or recurring absences of one (1) day or less in which case only one (1) certification shall be necessary for a period of six (6) months.

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

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

3. The City may require an employee who has been absent because of personal illness, as a condition of his/her return to duty to be examined, at the expense of the City, by a physician designated by the City. Such physician designated by the City may consult with the employee's physician and shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

4. Effective January 1, 1982, the City agrees to implement the following program to convert unused sick time into a cash payment for the employees covered 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 of retirement there shall be no payment.

(b) For an employee who has accumulated fifty-one (51) to one hundred and fifty (150) unused days of sick time inclusive, at the effective date of retirement there shall be a payment in the amount of Thirty-five (35%) percent of the value of sick days exceeding fifty (50) days computed on the average daily base salary, exclusive of longevity, overtime, and all

other compensation of the employee for the twelve (12) months preceding the effective date of retirement up to a total of maximum of fifteen thousand dollars (\$15,000.00).

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



**ARTICLE X**

**LEAVE OF ABSENCE— JURY AND/OR COURT APPEARANCE**

- A. Employees who are scheduled for Jury Service shall contact their Department Director and Personnel Director who will then make a determination concerning the needs of the City and whether or not the City will request an excuse on behalf of the employee. If the employee is thereafter assigned to Jury Duty, the City will grant a leave of absence with pay.
- B. Employees 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. An employee who makes a required court appearance in connection with business for the City of Newark, shall be entitled to a minimum of three hours pay should the proceeding be canceled.
- C. Employees that are required to appear before a court or other body on any personal matter not involving the City, shall be granted leave without pay for the period of said appearance.

**ARTICLE XI****MANAGEMENT RIGHTS**

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

1. To the executive management and administrative control of the City Government and City properties and facilities, and the activities of its employees.
2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
3. To suspend, demote, discharge or taken other disciplinary action for good and just cause according to the law.

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

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

**ARTICLE XII****UNION REPRESENTATIVES**

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

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

**ARTICLE XIII****EMPLOYEE PERFORMANCE**

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

1. Be in attendance and punctual for scheduled work hours.
2. Give such effort to their work as is consistent with the requirements thereof.
3. Avoid waste in the utilization of materials and supplies.
4. Maintain and improve levels of performance.
5. Assist in preventing accidental injury to themselves and others.
6. Cooperate in the installation of methods and technological improvements and suggest other improvements where possible.
7. Assist where possible in building good will between the City, the Union and the public at large.

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

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

D. An acceptable level of employee performance shall be attained only if performance is adequate and acceptable in all major aspects of the job requirements. Consideration shall be given to all aspects of performance including requisite attitudes and conduct as well as production and

efficiency of work. Consistently poor judgment, lack of diligence, undependability, inaccurate work, improper use of leave and personal relationships which hamper individual or group effectiveness are representative of conduct and attitudes which may be the basis for disapproval of a salary increment or adjustment.

**ARTICLE XIV**

**AVAILABILITY OF CONTRACT**

Upon signing and ratification of this Agreement by the parties, the City will print 200 copies of this Agreement for distribution by the Union to its membership.

**ARTICLE XV****SALARY**

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

**SCHOOL TRAFFIC GUARDS—Title Code—3125**

A. Part time four (4) hours per day—twenty (20) hours per week)

2. Effective January 1, 2010, the base salary of all employees shall be increased by 0%.  
Effective January 1, 2011, the 2010 base salary of all employees shall be increased by 0%.  
Effective January 1, 2012, the 2011 base salary of all employees shall be increased by 1.0%.<sup>1</sup>  
Effective January 1, 2013, the 2012 base salary of all employees shall be increased by 1.5%.

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

**ARTICLE XVI****LONGEVITY**

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

Longevity payments shall be granted to all eligible employees covered by this Agreement for long and faithful service on a prorated basis with each earned salary check during the calendar year at a percentage of his/her salary in accordance the provisions as outlined in Section 2:24-10, Title 2 of the revised General Ordinance of the City of Newark, New Jersey, 2000.

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

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

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

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

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

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

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

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



4. The longevity credit shall be added to the employee's salary and received by the employee at the time the longevity credit becomes due and shall be considered in total with the salary for pension purposes.
5. Additional compensation of any nature, including overtime, change of rate or payment for additional assigned duties will not be considered in computing longevity payments, nor shall such longevity payments be considered in computing change of rate, or payment for additional assigned duties.
6. Any interruption of service due to a cause beyond the control of the employee, or for military service, injury or illness, shall be considered as service for the City for the purpose of determining the completion of said cumulative periods of years of service with the City.
7. Longevity payments shall be considered as above and beyond any promotion in any title of any employee during his/her term of service. Each two percent (2%) longevity credit shall be based upon permanent salary received by the employee as of January 1<sup>st</sup>, of the preceding year and the same percentage shall be paid each succeeding year until such employee reaches the next longevity step.
8. Twelve (12) full months of service shall be considered as one (1) year for the purpose of calculating years of service.

**ARTICLE XVII****DUES DEDUCTION**

- 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 Law of 1967, N.J.S.A. (R.S.) 53:14-15, 9e, as amended. Such 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, signed by the President and Secretary of the Union, advising of such changed deduction.
- C. The Union will provide the necessary "Check off Authorization" form and the Union will secure the signature of its members on the forms and deliver the signed forms to the Director 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, and authorization cards submitted by the Union to the City, or in reliance upon any official notification sent to the City, on the letterhead of the Union and is signed by the President and Secretary of the Union, advising of such change in the deductions.

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

**ARTICLE XVIII****UNIFORM ALLOWANCE**

- A. All employees covered by this Agreement shall be entitled to an annual uniform allowance as follows:

Effective with the 2009 – 2010 school year, all the active employees required to wear a uniform will be entitled to a clothing allowance in the amount of six-hundred and fifty dollars (\$650.00) per year, payable no later than July 15, 2010.

Effective with the 2010 – 2011 school year, all the active employees required to wear a uniform will be entitled to a clothing allowance in the amount of six-hundred and fifty dollars (\$650.00) per year, payable no later than July 15, 2011.

Effective with the 2011– 2012 school year, all the active employees required to wear a uniform will be entitled to a clothing allowance in the amount of six-hundred and fifty dollars (\$650.00) per year, payable no later than July 15, 2012.

Effective with the 2011 – 2012 school year, all the active employees required to wear a uniform will be entitled to a clothing allowance in the amount of six-hundred and fifty dollars (\$650.00) per year, payable no later than July 15, 2013.

- B. Payments for uniform allowance shall be made no later than July 15<sup>th</sup> of each year.
- C. The City reserves the right to require uniform specifications for all employees. Said specifications shall be discussed with Union Representatives prior to implementation.

**ARTICLE XIX****BEREAVEMENT LEAVE**

All employees covered by this Agreement shall be granted one (1) working day in the event of death in their immediate family. Such leave shall be treated as administrative leave and not charged against the employee's leave record. Employees absent as a result of the death of an immediate family member shall submit verification of relationship. Verification shall include, death certificate, mortician affidavit, newspaper obituary or funeral program. Upon the employee's return to work from said leave, he/she shall submit the required verification document to the Personnel Department, which will be attached to their personnel file. Proof of loss will be required.

Immediate family is defined as: Spouse, Children, Parents, Legal Guardians, Mother-In-Law, Father-In-Law, Siblings, Grandparents, Step-parents, Step-Children, Foster Children, a domestic partner or member of a civil union, as defined in the "Domestic Partnership Act" (N.J.S.A. 26-8A-1 et seq.) and the "Civil Union Act" (N.J.S.A. 37:1-28, et seq.) respectively.

**ARTICLE XX****JOB INJURY**

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

- A. Pay such employee the salary and benefits on a regular basis for the period of such absence not charged to the Annual Sick Leave or Vacation Time, in accordance with the provisions N.J.S.A. 11:24 A-4 and the Personnel Policy and Procedure, section 6, number 32.
  
- B. The employee, upon receiving an award from Workmen's Compensation, shall remit or assign such award to the City immediately. The City shall not withhold any compensation as stated in Part A, from the employee pending the award.

**ARTICLE XXI****DISCIPLINE AND DISCHARGE****Section 1.**

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

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

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

**Section 2.**

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

**Section 3.**

If the City or any authorized agent of the City has just cause or reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees in public.

**Section 4.**

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

**Section 5.**

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



**ARTICLE XXII****SENIORITY**

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

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

**ARTICLE XXIII****LEGAL DEFENSE**

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

**ARTICLE XXIV****NO STRIKE AND 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 there will be no lockout.

B. The Union covenants and agrees that neither the Union or any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the City. The 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 an employee shall be deemed grounds for disciplinary action including termination of such employee or employees subject, however, to the application of the of Civil Service Law.

**ARTICLE XXV**

**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, national origin, or sexual orientation, or any other protected classification as provided by law.

B. There shall be no discrimination, interference, restraint or coercion by the City or any of its representatives against any of the employees covered in 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 by this Agreement who are not members of the Union.

**ARTICLE XXVI****FULLY BARGAINED PROVISIONS****Section 1.**

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

**Section 2.**

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

**ARTICLE XXVII****REPRESENTATION FEE IN LIEU OF DUES**

- A. All employees in the bargaining unit who are not members of the Union shall be required to pay a representation fee, in lieu of dues, for services rendered by the Union.
- B. The representation fee shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the Union to its own members, less the cost of benefits financed through the dues, fees and assessments, and available to, or benefiting only its members, with a maximum limit of eighty-five percent (85%) of the regular membership dues, fees and assessments.
- C. The Association shall establish and maintain a "demand and return" system which provides pro-rata returns, as required by N.J.S.A. 34:13A-5.5 and N.J.S.A. 34:13A-5.6.
- D. The Union shall be entitled to the representation fee, only if membership in the Union is available to all employees in the bargaining unit on an equal basis, and, provided further, that nothing herein shall be deemed to require any employee to become a member of the Union.
- E. Payment of the representation fee shall be made to the Union during the term of the Collective Bargaining Agreement affecting such non-member employees, and during the period, if any, between successive Agreements providing.

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

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

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

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

**ARTICLE XXVIII****WORK LOCATIONS**

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



**ARTICLE XXIX****SUMMER WORK ASSIGNMENTS**

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

**ARTICLE XXX**

**WORK REPORT NOTIFICATION**

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

**ARTICLE XXXI****TERMS OF EMPLOYMENT**

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

**ARTICLE XXXII**

**DURATION**

Section 1.

This Agreement shall be in full force and effect as of January 1, 2010, and shall remain in effect up to and including December 31, 2013, without any reopening date. The Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement 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, 2013, the parties may file a joint request, in writing, for appointment of mediator by the Public Employment Relations Commission pursuant to Chapter 303, Public Laws of 1968. The aforementioned day may be extended by mutual Agreement of both parties.

Section 3.

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

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

**CITY OF NEWARK**

  
\_\_\_\_\_  
ROBERT P. MARASCO, CITY CLERK

**CITY OF NEWARK**

  
\_\_\_\_\_  
CORY A. BOOKER, MAYOR

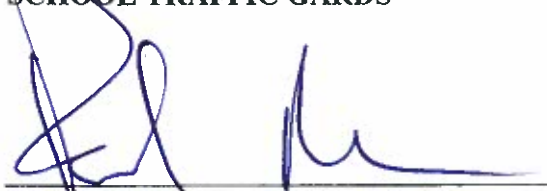
**WITNESSED:**

  
\_\_\_\_\_  
KECIA DANIELS,  
PERSONNEL DIRECTOR

  
\_\_\_\_\_  
JULIEN X. NEALS,  
BUSINESS ADMINISTRATOR

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
ANNA PEREIRA,  
CORPORATION COUNSEL

**SEIU LOCAL 617,  
SCHOOL TRAFFIC GARDS**  
  
\_\_\_\_\_  
BY: RAHMAN MUHAMMAD,  
PRESIDENT