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AGREEMENT

Between:

Newark, City of

CITY OF NEWARK

(ESSEX COUNTY, NEW JERSEY)

- and -

LOCAL 2297

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL

EMPLOYEES, AFL - CIO

(SUPERVISORS)

X JANUARY 1, 1979 THROUGH DECEMBER 31, 1981

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Labor Relations

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PREAMBLE

This Agreement, effective this \_\_\_\_\_ day of \_\_\_\_\_, 1979, 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 LOCAL 2297, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (SUPERVISORS) (hereinafter referred to as the "Union"), represents the complete and final understanding on 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 more efficient and progressive public service may be rendered.

ARTICLE I - RECOGNITION

In accordance with the "Certification of Representative" of the Public Employment Relations Commission dated April 15, 1971 (Docket No. RO-184) the City recognized the Union as the exclusive collective negotiations agent for all supervisors within the meaning of the Act. i.e., those with the power to hire, discharge, discipline, or effectively recommend the same employed in the City of Newark, New Jersey but excluding office clerical, craft and professional employees, managerial executives, policemen and nurses' supervisors, covered in the aforementioned Certification and more specifically enumerated by job titles in Appendix A.

ARTICLE II - 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 III - SENIORITY

A. Seniority is defined as the total length of service of an employee commencing with his latest date of hire.

B. The City will annually post a Seniority List. A copy will be furnished to the local union when posted.

C. In conformance with CIVIL SERVICE and other applicable regulations, employees will be given preference in layoffs, recalls and vacation schedules.

D. An employee's continuous service shall be broken by voluntary resignation, discharge and retirement. However, if an employee returns to work, in any capacity within two years, Civil Service and Longevity ordinance provisions regarding restoration of Seniority shall be applied.

#### ARTICLE IV - GRIEVANCE PROCEDURE

##### 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 said grievance with a member of the 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 and shall be followed in its entirety unless any step is waived by mutual consent.

Step One

a. An aggrieved employee shall institute action under the provisions hereof within five (5) working days of the occurrence of the grievance and an earnest effort shall be made to settle the difference between the aggrieved employee and his immediate supervisor 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. If the aggrieved employee is confronted with a possible suspension, then the Union representative shall be present in each step hereafter.

b. The Supervisor shall render a decision within five (5) working days after receipt of the grievance.

Step Two

a. In the event a satisfactory settlement has not been reached the employee shall, in writing and signed, file his complaint with the Division Head (or his representative) within five (5) working days following the determination by the Supervisor.

b. The Division Head or his representative shall render a decision in writing within five (5) working days from the receipt of the complaint.

Step Three

a. In the event the grievance has not been resolved at Step Two, then within five (5) working days following the determination of the Division Head or within five (5) working days following the time allotted for such determination, the matter may be submitted to the Director of the Department. Steward shall have the right to be present at any step of the grievance procedure. *OK*

b. The Director of the Department, or his representative, shall review the matter and make a determination within five (5) working days from the receipt of the complaint.

Step Four

a. In the event the grievance has not been resolved at Step Three, then within five (5) working days following the determination of the Director of the Department, the matter may be submitted to the Business Administrator.

b. The Business Administrator or his representative shall review the matter and make a determination within five (5) working days from the receipt of the complaint.

#### Step Five - Arbitration.

a. Should the aggrieved person be dissatisfied with the decision of the Business Administrator, the Union may within ten (10) working days request arbitration. The arbitrator shall be chosen in accordance with the Rules of the American Arbitration Association.

b. However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Business Administrator. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The Union shall pay whatever costs may have been incurred in processing the case to arbitration.

c. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. 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 any amendment or supplement thereto.

d. The costs for the services of the arbitrator 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.

e. 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 conclusion of the arbitration hearing unless agreed to otherwise by the parties.

#### D. City Grievances

Grievances initiated by the City shall be filed directly with the Union within (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 difference between the parties. In the event no such adjustment has been satisfactorily made, either party may file for arbitration in accordance with Step Five above.

In the event the City elects to withdraw the matter from arbitration, the City shall pay whatever costs may have incurred in processing the case to arbitration.

#### ARTICLE V - 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 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.

B. 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.

C. The President and Chief Shop Steward shall act as representatives to process all grievances through the established procedure. Grievances at Step I shall be handled by the Local Union representatives. The employees representatives shall be permitted to spend a reasonable amount of time to process grievances provided there is no interference of City services.

D. The City agrees to furnish to the Union annually a list of new employees hired, their job classification, home address and type of employment (provisional, temporary, seasonal, permanent).

E. Employees who have been designated as negotiations representatives of the Union, up to a maximum of one from each division, shall suffer no loss in regular straight time pay for participation in their regular working hours.

#### WORK RULES

F. The City agrees that new work rules or changes in existing rules affecting working conditions will first be negotiated with the Union prior to implementation, except in emergency situations. The City will give serious consideration to the views of the Union.

#### ARTICLE V (a) - WORK FORCE CHANGES

A. Selections of candidates from an appropriate Civil Service Eligibility List shall apply whenever a job opening occurs in a competitive Civil Service Job Classification.

B. Candidates on an established promotional list shall be given preference in the filing of job openings according to Civil Service procedures.

C. As Eligibility Lists are exhausted or are nearing their expiration date, the City will make the necessary requests of Civil Service for a new examination to insure as far as practical and possible that there will be an Eligibility List available at all times.

D. With the exception of Veterans preference, the City will make its selection to fill a vacancy from among the three (3) highest scores on the promotional list as per Civil Service Regulations.

E. Temporary job openings are defined as job vacancies that may periodically develop in any job classification because of illness, vacation or leave of absence or for any other reason and the budget line has funds available. Employees assigned to temporary job openings shall be paid the wage rate established for the job or their own wage rate, whichever is higher as per above budget consideration.

F. Demotions as used in this Article means the reassignment, not requested by the employee, of an employee from a position in classification or in another job classification and shall be made in accordance with Civil Service procedures.

An employee who is reassigned to his previous job from a higher classification to which he was provisionally appointed due to his inability to prove to the City that he is able to fulfill the standards of the job, or pass a Civil Service examination required for appointment to that job, or who voluntarily relinquishes the job, shall not be considered as demoted.

G. In the event the City plans to layoff permanent employees, for any reason, the City shall notify the Union of such plans before the layoff notices are issued. Layoffs will be made in accordance with Civil Service rules and regulations.

H. The City will notify the Union at least one week of any decisions involving the consolidation or elimination of jobs and insofar as possible and practicable the City will delay implementation until after the Union has had at least one discussion with the City on these decisions.

#### ARTICLE VI - WORK WEEK

A. The normal work week for the employee shall consist of forty (40) hours per week, eight (8) hours per day, five (5) days. However, the present work week schedule for each service shall remain in effect.

B. Insofar as possible, employees who are scheduled to report for work and who present themselves for work as scheduled shall be assigned work on the job for which they were scheduled, except when there are emergencies which require services to be maintained.

C. An employee called for emergency duty after he has left the premises will receive a minimum of four (4) hours of work at the rate of time and one half. In the event such time worked is contiguous with his regular shift, he shall receive the time and one half rate only for those hours outside of the regular shift.

D. Superintendents, Assistant Superintendents or person acting in such capacities may, in addition to their regular work week, be assigned to standby status either for an entire week or a weekend at a time. Qualified volunteers will be accepted on a rotating basis. In the event no such qualified volunteer is available, the City may assign an individual to standby status. Involuntary assignments will be made following the rule that the individual with the lowest classification seniority will be assigned first and thereafter assignments will rotate according to seniority. The hours and compensation for such standby status will be as



follows: . . .

1. Weekly standby hours shall consist of all hours outside the employee's regular work schedule including Saturdays and Sundays and shall be compensated for at the rate of straight time in the amount of eighteen (18) hours.

2. Weekend standby time shall commence at the close of the regular work day on Friday (on or about 5:00 p.m.) and be concluded at the beginning of the regular work day on the following Monday (on or about 8:00 a.m.) and shall be compensated for on the basis of ten (10) hours at straight time.

3. In addition to the foregoing compensation, whenever an employee on standby is required to actually work, he shall work for a maximum of four (4) hours in any one day at straight time. Any time worked beyond such four (4) hours in a single-day shall be compensated for at the rate of time and one-half.

4. Employees who are on standby status shall be available to report for duty within one (1) hour of notification to the address or telephone number recorded at the location of the job assignment. Failure to report within the one hour limitation shall result in the loss of standby pay for that particular assignment. If, during the period of standby assignment, an emergency arises which will prevent the assigned employee from being available for an emergency call, he shall be responsible to notify his supervisor or that arrangements may be made for substitution.

#### ARTICLE VII - OVERTIME

A. Definition of Overtime: Authorized work performed in excess of the assigned normal daily or weekly working hours for each class of positions shall be considered overtime. The provisions of this Article shall apply to such overtime which has been properly directed and authorized in advance by the appropriate department head or his designee.

#### B. Compensatory Time Off or Cash Payment For Overtime

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

- a. For those employees whose normal work day is less than eight (8) hours any overtime work beyond the maximum of that work day and eight (8) hours shall be compensated for at straight time (one time).
- b. For those employees whose normal work week is less than forty (40) hours any overtime work beyond the maximum of that work week and forty (40) hours in

any calendar week shall be compensated for at straight time (one time) up to forty (40) hours.

- c. Work beyond eight (8) hours in any day or forty (40) hours in any calendar week shall be compensated for at one and one-half (1½) straight time.

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

1. Employees who are regularly scheduled to work on a holiday who have worked less than forty (40) hours in that work week shall receive straight time for the holiday as such and straight time for all work on the holiday. Those employees who have worked forty (40) or more hours in that work week exclusive of holidays shall receive straight time for the holiday as such and time and one-half for all time worked on the holiday. Employees shall have worked the day prior to and the day after the holiday to be eligible for holiday pay unless for legitimate reasons of illness.

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

- a. Those employees who have worked less than forty (40) hours in that work week shall receive straight time pay for the holiday as such plus time and one-half for all time worked on the holiday.
- b. Those employees who have worked over forty (40) hours in that work week exclusive of the holiday shall receive straight time pay for the holiday as such plus double time (2times) for all time worked on the holiday.

3. All overtime work, whether scheduled or for emergency reasons, shall be assigned to all employees on an equitable basis.

#### ARTICLE VIII - COMPENSATION

A. Effective January 1, 1979 the annual salary ranges of all employees covered by this Agreement shall be increased in the amount of five (5%) per cent and according to the Master Pay Grade Schedule as attached hereto and made part hereof (Appendix A). Minimum and Maximum salary ranges shall be adjusted correspondingly.

B. Effective January 1, 1980 the annual salary ranges of all employees covered by the Agreement shall be increased in the amount of six (6%) per cent and according to the Pay Grade Schedule as attached hereto and made part hereof (Appendix A). Minimum and Maximum salary ranges shall be adjusted correspondingly.

C. Effective January 1, 1981 the annual salary ranges of all employees covered by the Agreement shall be increased in the amount of four (4%) per cent and according to the Pay Grade Scheduled as attached hereto and made part hereof (Appendix A) minimum salary ranges shall be adjusted accordingly.

D. All compensation procedures, promotions increases and increment schedules shall be according to applicable and adopted ordinances.

E. If a general salary increase is granted to another bargaining unit representing City employees local 2297 shall be treated equitably with respect to an increase in compensation to its bargaining unit.

F. Longevity Benefits shall be granted to all employees covered in this Agreement in accordance with Ordinance 6S&Fba adopted November 2, 1966. Should an ordinance be adopted amending promotional compensation increases then said provisions shall apply to employees covered in this Agreement.

G. If an employee is assigned to work in a higher title or position he shall be paid at the corresponding earned step of the range in the high position.

#### ARTICLE IX-HOLIDAYS

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

#### ARTICLE X-VACATION LEAVE

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

1. Every permanent or continuously employed temporary employee in the classified service of the City shall be granted the following annual vacation leave with pay in and for each calendar year:

Up to one year of service, one working day's vacation for each month of service;

After one year and up to 10 years of service 12 working day's vacation:

After 10 years and up to 20 years of service, 15 working day's vacation:

After 20 years of service, 20 working day's vacation.

2. Where in any calendar year the vacation leave or any part thereof is not granted by reason of the pressure of the City's business such vacation periods or parts thereof not granted shall accumulate and shall be granted during the next succeeding year only. In determining all vacation leaves, the years of service of such employees prior and subsequent to the adoption of this section shall be used.

3. Vacation Leave Due Upon Separation.

a. An employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

b. Whenever a permanent employee dies having to his credit any annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of his death.

ARTICLE XI-HEALTH INSURANCE & DEATH BENEFIT

A. The City agrees to continue to provide Health Insurance Coverage during the lifetime of this Agreement for all employees and the eligible members of their families in accordance with the current hospitalization plan (Blue Cross). The medical-surgical plan shall be adjusted at the "750" series level or a substantially equivalent plan provided by another insurance carrier, no later than July 1, 1977. In the event the City is required to offer alternative coverage through a health maintenance organization, the employee 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 provided 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 benefits coverage for employees covered by the Agreement.

B. Each active permanent employee covered by this Agreement shall be covered, as per the effective date of the Agreement with the insurance carrier or the City, no later than July 1977, by a \$5,000.00 Death Benefit plan which includes a \$10,000.00 Accidental Death and Accidental Dismemberment coverage. The Said Benefit shall reduce to a total of \$1,500.00 for all active employees who are age sixty-five (65) or who 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 employees shall mean those employees who are on actual duty on the date of final Agreement with the Insurance Carrier or the date is authorized to be self insured. Employees who are on sick leave, sick leave without pay, leave of absence or any other leave of absence for legal and appropriate reasons, shall be enrolled for benefits from the first date 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.

## ARTICLE XII - SICK LEAVE

### A. General

Every employee subject to this Agreement shall be entitled to paid sick leave benefits per annum according to Rule 14:17.14 et seq., of the Civil Service Rules for the State of New Jersey, revised April 15, 1971 and as defined below.

### B. Service Credit for Sick Leave

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

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods because of death in the employee's immediate family or for the attendance of the employee upon the member of the immediate family who is seriously ill.

### C. Amount of Sick Leave

1. Sick leave with pay shall be accrued 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 fifteen (15) days in every calendar year thereafter.

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 a 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, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must

be made prior to the employee's starting time.

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

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

#### E. Verification of Sick Leave

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness.

a. An employee who has been absent on sick leave for periods totaling ten (10) days in one 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. In case of death in the immediate family, reasonable proof may be required.

4. The City may require an employee who has been absent because of personal illness, as a condition of his 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 employees 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.

### ARTICLE XIII - LEAVES OF ABSENCE

A. Employees subject to this Agreement may be granted a leave of absence in accordance with applicable Civil Service Rules for the State of New Jersey.

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

C. 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 on behalf of such employee. If the employee is thereafter assigned to Jury Duty, the City will grant a leave of absence with pay.

D. 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.

#### ARTICLE XIV - EMPLOYEE TRAINING

A. The City and the Union agree that training is an integral function of management and an essential requirement for all employees to promote acceptable and increased levels of competence.

B. The Union agrees that it will encourage employees to maintain acceptable and increased levels of competence by:

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

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

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

4. Utilizing and sharing with fellow employees new skills acquired through training.

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

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

#### ARTICLE XV - 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 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. The Union pledges its cooperation in the attainment of such standards and methods.

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 employees 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.

E. Appeals from denial of a salary increment or adjustment for failure to meet acceptable levels of employee performance may be processed through the grievance procedure.

#### ARTICLE XVI - BULLETIN BOARDS

Bulletin Boards shall be made available by the City at each work location for the use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature. The Director of the Department, 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 XVII - DEDUCTIONS FROM SALARY

A. The City agrees to deduct from the salaries of the 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.) 52:14-159e 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, 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 such 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 deduction 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 XVIII - 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 nor any person acting in 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 any employee from this 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 any Union shall be deemed grounds for termination of employment of such employee or employees subject, however, to the application of the Civil Service Law.

D. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

#### ARTICLE XIX - NON-DISCRIMINATION

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

B. There shall be no discrimination, interference, restraint, or coercion by the City or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employees on behalf of 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 XX - LONGEVITY

Longevity benefits shall be granted to all employees covered by this Agreement in accordance with Ordinance 6S&Fh adopted November 2, 1966.

#### ARTICLE XXI - SEPARABILITY AND SAVINGS

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

#### ARTICLE XXII - MISCELLANEOUS

A. Insofar as practical and possible within the limits of budgetary and space considerations, the City will provide parking facilities for employees covered by this Agreement at the various work locations. In the event the City establishes a policy of charging its employees for the use of parking facilities this policy shall apply to the employees covered by this Agreement.

B. The City will provide copies of this Agreement to all employees of the bargaining unit and all new employees as they are hired. The costs for reproduction of such Agreements will be borne jointly by the City and the Union.

C. It is understood by and between the parties that any provisions of this Agreement requiring municipal action to permit its implementation by amendment of law or by providing additional funds therefor, shall not become effective until the appropriate municipal action has been taken.

#### ARTICLE XXIII - FULLY BARGAINED PROVISIONS

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

B. 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 XXIV - DURATION

This Agreement shall be in full force and effect as of January 1, 1979 and shall be in effect to and including December 31, 1981, 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.

#### ARTICLE XXV- EXCLUSIVITY

Dues deduction for any employee in the bargaining unit shall be limited to AFSCME, the majority representative, and employees shall be eligible to withdraw such authorization only as of July 1 of each year provided the notice of withdrawal has been filed timely.

IN WITNESS WHEREOF, the parties hereto have set their  
hands and seals at Newark, New Jersey on this      day of  
1979.

CITY OF NEWARK

BY: \_\_\_\_\_  
KENNETH A. GIBSON, MAYOR

ATTENT: \_\_\_\_\_  
FRANK D'ASCENSIO, CITY CLERK

AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES, AFL-CIO (Supervisors)

BY: Frank Volante Res. 2297  
Louis J. Lucetta Secy Dec 22 1979

8C 101779  
8D 101779  
8E 101779  
8F 101779

APPENDIX A

LOCAL 2297  
AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES  
MASTER PAY GRADE SCHEDULE

<u>1979</u>	- 8172.54 - 9934.05	
<u>1980</u>	- 8662.48 - 10530.09	
<u>1981</u>	- 9008.98 - 10951.29	Assistant Building Superintendent Health and Welfare - 180110
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<u>1979</u>	- 9010.05 - 10747.80	
<u>1980</u>	- 9550.65 - 11392.67	
<u>1981</u>	- 9932.68 - 11848.38	Building Superintendent, Health and Welfare - 180100
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<u>1979</u>	- 9934.05 - 11627.70	
<u>1980</u>	- 10530.09 - 12325.36	
<u>1981</u>	- 10951.29 - 12818.37	Building Maintenance Worker Foreman - 181090
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<u>1979</u>	- 10235.40 - 12209.40	
<u>1980</u>	- 10849.52 - 12941.96	
<u>1981</u>	- 11283.50 - 13549.64	Supervisor of Water Meter Readers - 053040 - Yard Foreman - 662260
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<u>1979</u>	- 10747.80 - 12819.45	
<u>1980</u>	- 11392.67 - 13588.62	
<u>1981</u>	- 11848.38 - 14132.16	Water Meter Repairman Foreman - 053200 Pitometer Foreman - 055550
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1979 - 11074.35 - 13459.95

1980 - 11738.81 - 14267.55

1981 - 12208.36 - 14838.25

Reservoir Foreman - 051080  
Survey Foreman - 074090  
Street Foreman - 072070  
Supervisor of Water Meters Repairs -  
053060  
Traffic Maintenance Foreman - 076030  
Water Foreman - 054120  
Foreman, Parks & Grounds - 112301

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1979 - 11284.35 - 13669.95

1980 - 11961.41 - 14490.15

1981 - 12439.87 - 15069.76 . Sanitation Foreman - 050050

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1979 - 11627.70 - 14133.00

1980 - 12325.36 - 14980.98

1981 - 12818.37 - 15580.22

Assistant Chief, Public Buildings -  
112300  
Supervisor of Vital Statistics - 702070.

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1979 - 12209.40 - 14836.50

1980 - 12941.96 - 15726.69

1981 - 13549.64 - 16355.86

Assistant Sanitation Superintendent -  
064060  
Assistant Sewer Superintendent - 074020  
Assistant Street & Sidewalk Superinten-  
dent - 072040  
Assistant Superintendent, Water Distri-  
bution - 061090  
Assistant Superintendent, Water Intake  
and Supply Mains - 061140  
General Foreman, Parks & Grounds -  
112302

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1979 - 12819.45 - 15582.00

1980 - 13588.62 - 16516.92

1981 - 14132.16 - 17177.60

Supervisor of Garage Services - 093090

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1979 - 14133.00 - 17187.45

1980 - 14980.98 - 18218.70

1981 - 15580.22 - 18947.45

Sanitation Superintendent - 064030  
Street & Sidewalk Superintendent -  
072030  
Traffic Signals Superintendent - 075010  
Sewer Superintendent - 074010

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1979 - 14836.50 - 18037.95

1980 - 15726.89 - 19102.23

1981 - 16355.98 - 19885.04

Superintendent of Reservoirs - 061150  
Superintendent of Water Intake and  
Supply Mains - 061130  
Superintendent of Water Distribution -  
061070  
Superintendent of Watershed - 061110

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APPENDIX A CONTINUED

LOCAL 2297  
AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES  
MASTER PAY GRADE SCHEDULE

	<u>FIRST</u>	<u>SECOND</u>	<u>THIRD</u>	<u>FOURTH</u>	<u>FIFTH</u>
<u>1979</u>	8172.54	8612.62	9053.10	9493.57	9934.05
<u>1980</u>	8662.48	9129.37	9596.28	10063.18	10530.09
<u>1981</u>	9008.98	9494.54	9980.12	10465.70	10951.29
<u>Assistant Building Superintendent Health and Welfare - 180110</u>					
<u>1979</u>	9010.05	9444.48	9878.92	10313.36	10747.80
<u>1980</u>	9550.65	10011.15	10471.65	10932.15	11392.67
<u>1981</u>	9932.68	10411.59	10890.51	11369.43	11848.38
<u>Building Superintendent, Health and Welfare - 180100</u>					
<u>1979</u>	9934.05	10357.46	10780.87	11204.28	11627.70
<u>1980</u>	10530.09	10978.90	11427.72	11876.54	12325.36
<u>1981</u>	10951.29	11418.06	11884.83	12351.60	12818.37
<u>Building Maintenance Worker Foreman - 181090</u>					
<u>1979</u>	10235.40	10728.90	11222.40	11715.90	12209.40
<u>1980</u>	10849.52	11372.63	11895.74	12418.85	12941.96
<u>1981</u>	11283.50	11850.03	12416.56	12983.09	13549.64
<u>Supervisor of Water Meter Readers - 053040 - Yard Foreman - 662260</u>					
<u>1979</u>	10747.80	11265.71	11783.62	12301.53	12819.45
<u>1980</u>	11392.67	11941.64	12490.63	13039.62	13588.62
<u>1981</u>	11848.38	12419.30	12990.25	13561.20	14132.16
<u>Water Meter Repairman Foreman - 053200 Pitometer Foreman - 055550</u>					



<u>1979</u>	11074.35	11670.75	12267.15	12863.55	13459.95
<u>1980</u>	11738.81	12370.99	13003.17	13635.35	14267.55
<u>1981</u>	12208.36	12865.83	13523.30	14180.77	14838.25

Reservoir Foreman - 051080 - Sewer Foreman - 074090 - Street Foreman - 072070 - Supervisor of Water Meters Repairs - 053060 - Traffic Maintenance Foreman - 076030 - Water Foreman - 054120 - Foreman, Parks & Grounds - 112301

<u>1979</u>	11284.35	11880.75	12477.15	13073.55	13669.95
<u>1980</u>	11961.41	12593.59	13225.77	13857.95	14490.15
<u>1981</u>	12439.87	13097.33	13754.80	14412.27	15069.76

Sanitation Foreman - 050050

<u>1979</u>	11627.70	12254.02	12880.35	13506.67	14133.00
<u>1980</u>	12325.36	12989.26	13653.17	14317.07	14980.98
<u>1981</u>	12818.37	13508.83	14199.29	14889.75	15580.22

Assistant Chief, Public Buildings - 112300 - Supervisor of Vital Statistics - 702070

<u>1979</u>	12209.40	12866.17	13522.95	14179.72	14836.50
<u>1980</u>	12941.96	13638.14	14334.32	15030.50	15726.69
<u>1981</u>	13549.64	14251.16	14952.69	15654.22	16355.86

Assistant Sanitation Superintendent - 064060 - Assistant Sewer Superintendent - 074020 - Assistant Street & Sidewalk Superintendent - 072040 - Assistant Superintendent, Water Distribution - 061090 - Assistant Superintendent, Water Intake and Supply Mains - 061140 - General Foreman, Parks & Grounds - 112302

<u>1979</u>	12819.45	13510.08	14200.72	14891.36	15582.00
<u>1980</u>	13588.62	14320.68	15052.76	15784.84	16516.92
<u>1981</u>	14132.16	14893.51	15654.87	16416.23	17177.60

Supervisor of Garage Services - 093090

<u>1979</u>	14133.00	14896.61	15660.22	16423.83	17187.45
<u>1980</u>	14980.98	15790.40	16599.83	17409.26	18218.70
<u>1981</u>	15580.22	16422.01	17263.82	18105.62	18947.45

Sanitation Superintendent - 064030 - Street & Sidewalk Superintendent -  
072030 - Traffic Signals Superintendent - 075010 - Sewer Superintendent  
- 074010

<u>1979</u>	14836.50	15636.86	16437.22	17237.58	18037.95
<u>1980</u>	15726.89	16575.07	17423.45	18271.83	19102.23
<u>1981</u>	16355.98	17238.06	18120.38	19002.70	19885.04

Superintendent of Reservoirs - 061150 - Superintendent of Water Intake  
and Supply Mains - 061130 - Superintendent of Water Distribution -  
061070 - Superintendent of Watershed - 061110