

7RE 020106

AGREEMENT

Between

CITY OF NEWARK

and

BUILDING TRADES BARGAINING COMMITTEE

JANUARY 1, 2005 through DECEMBER 31, 2008

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PREAMBLE

This agreement made and entered into this 1ST day of January, 2005, 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 BUILDING TRADES BARGAINING COMMITTEE, (hereinafter referred to as the "Union"), represents the complete and final understanding on all bargainable issues between the City and the Union and is 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 Nos. RO—82 and RE—11), the City recognizes the Union as the exclusive collective negotiations agent for all employees covered under the aforementioned Certifications, 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 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, its properties, 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, authorities, duties or responsibilities of the City, the adoption of policies, rules and 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 thereof 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 the laws of the State of New Jersey, or any other national, state, county or local laws or ordinances.

D. The City agrees to provide a ninety (90) day notification to the Union in the event that a decision is made to enter into private contracts for work which will, as a consequence, result in layoffs of active employees represented by the Union. a meeting will be arranged to discuss the impact of such contracting out such services and to discuss alternatives.

### ARTICLE III - SENIORITY

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

B. In conformance with Civil Service Law and Regulations and, whenever possible and practicable, employees with the greatest seniority will be given preference in layoffs, recalls and vacation schedules.

### 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 the matter informally with any appropriate member of the

departmental 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 differences between the aggrieved employee and his/her 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.
- 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/her complaint with the Division Head, or his/her representative, within five (5) working days following the determination by the Supervisor. The Division Head or his/her 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.
- b) The Director of the Department, or his/her 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/her 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 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 Public Employee Relations Commission's rules.
- b) 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. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to his/her 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.

- c) 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 such costs.
- d) The arbitrator shall set forth his/her findings of facts and reasons for making the award, which shall be binding upon 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 ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after filing a grievance between the representatives of the City and the Union in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made, either party may file for arbitration in accordance with Step Five above.

### ARTICLE V - UNION REPRESENTATIVES

Accredited representatives of the Union may enter the City facilities or premises for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Union desires to have such a representative enter the City's facilities or premises, it will request such permission from the appropriate City representative. Permission will not be unreasonably withheld, provided there should be no interference with the normal business of City government. There shall be no Union meetings on City time. Union meetings may be held on City property, provided such facilities are available, and further provided, that permission is secured in advance from the appropriate department director.



ARTICLE VI - WORK WEEK

The present work week schedule for employees covered in this Agreement, as established by ordinance and noted in Appendix "A", which is attached hereto and made a part hereof, shall continue for the life of this Agreement.

ARTICLE VII- OVERTIME

## A. DEFINITION OF OVERTIME:

Authorized work performed in excess of the assigned normal weekly working hours for each class of positions shall be considered overtime. Overtime shall be distributed as equitably as possible, and all employees may be required to work a reasonable amount of overtime. The provisions of this Article shall apply to such overtime which has been properly directed and authorized, in advance, by the appropriate department director, or his/her designee.

## B. COMPENSATORY TIME-OFF OR CASH PAYMENT FOR OVERTIME:

1. Employees who are required to work in excess of their normal work week shall be compensated in cash or compensatory time off, at the discretion of the City, at one and one-half (1 ½) straight time.

In the event the City is unable to schedule an employee who is engaged in a seven (7) days per week operation for compensatory time off (earned for overtime worked), prior to the end of the calendar year, such time as was earned shall be paid in cash.

Effective January 1, 1997, an employee who has used all of his/her sick and vacation time and is on payroll deletion shall not receive overtime pay at time and one-half until after the completion of forty (40) hours of work in that work week.

Effective January 1, 1997, longevity shall be included into overtime pay for any full-time employee whose standard hours of work is less than forty (40) hours per week.

2. Employees shall have the opportunity of requesting particular days off. Such requests shall be made five (5) working days in advance and shall be subject to the approval of the Division Head.

3. Approval of the Division Head shall not be unreasonably withheld. A reasonable attempt shall be made to provide the employee with the opportunity to utilize compensatory days within the calendar year in which they are earned.

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 ( $1 \frac{1}{2}$ ) for all time worked on the holiday.

2. Employees who are required to work on a holiday on an emergency basis shall be compensated according to 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 ( $1 \frac{1}{2}$ ) 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 (2x) for all the time worked on the holiday.

D. 1. Effective June 1, 2001, employees who are assigned to standby time will be compensated as stated below. The City will make every effort to assign qualified volunteers 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 seniority status will be assigned first

and thereafter assignments will rotate according to seniority. The hours and compensation for such standby status will be as follows:

- a. One (1) hour pay at time and one-half for each weekday
- b. Two (2) hours pay at time and one-half for each Saturday or Sunday
- c. Two (2) hours pay at time and one-half for each holiday

Employees assigned to standby duty must be available to report to work within one (1) hour after being called in.

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

3. Call-in pay (which is not while employee is on stand-by) - minimum 4 hours at straight time, effective June 1, 2001.

ARTICLE VIII - WAGE SCHEDULE

A.

Effective January 1, 2005 each member shall receive a 3% increase to their 2004 base salary.  
Effective January 1, 2006 each member shall receive a 3% increase to their 2005 base salary.  
Effective January 1, 2007 each member shall receive a 3% increase to their 2006 base salary.  
Effective January 1, 2008 each member shall receive a 3% increase to their 2007 base salary.

There will be no automatic salary adjustments until a successor agreement is reached.

B. All compensation procedures, promotions, increases and increment schedules shall be according to adopted ordinances and relevant Executive Orders.

C. Longevity benefits shall be granted to all eligible employees covered by this Agreement in accordance with ordinances 6S&FH adopted November 2, 1966, as outlined in Section 2:14-5, Volume 3 of the Revised Ordinances of the City of Newark, New Jersey, 1966.

(1) Longevity Payments shall be made to each eligible employee covered by this Agreement in accordance with the following schedule:

Beginning January 1, following the 10<sup>th</sup> year of service - 4%  
Beginning January 1, following the 15<sup>th</sup> year of service - 6%  
Beginning January 1, following the 20<sup>th</sup> year of service - 8%  
Beginning January 1, following the 25<sup>th</sup> year of service - 10%  
Beginning January 1, following the 30<sup>th</sup> 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 employees salary and receive by the employee at the time 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 2% longevity credit shall be based upon permanent salary received by the employee as of January 1, 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 year of service.

ARTICLE IX - CLOTHING ALLOWANCE

- A. A yearly clothing allowance shall be paid to the members of this bargaining unit on the first Friday in December not a regular pay day, as follows:

Effective 1/1/05 the allowance shall remain at \$625;

Effective 1/1/06 the allowance shall be increased to \$725;

Effective 1/1/07 the allowance shall be increased to \$825;

Effective 1/1/08 the allowance shall be increased to \$925.

- B. Employees who have not served for a full year shall receive a pro-rata share of clothing allowance for the applicable year, based on service during the year.

- C. The City shall establish standards for all uniforms.

ARTICLE X - 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 1<sup>st</sup> of each year.

Employees must work the day before and the day after a holiday (if scheduled) to receive pay for said holiday.

ARTICLE X  
VACATION LEAVE

A. Employees covered in this Agreement shall be entitled to vacation leave with pay, based on their years of service and in accordance with N.J.S.A. 11:24A et seq., N.J.A.C. 4:1-17 et seq., and as provided in Section 2:14-5, Title 2 of the Revised Ordinances of the city of Newark, New Jersey, 1966, as follows:

During an employee's first calendar year of employment, vacation leave shall be earned at the rate of one (1) working day of vacation for each month of service from her/his date of original employment continuing on this basis through the remainder of the calendar year. An employee hired on the first (1st) day of the month through the eighth (8th) day of the month shall receive a one (1) day vacation credit for the month. An employee hired on the ninth (9th) day of the month through the twenty-third (23rd) day of the month shall receive a one-half ( $\frac{1}{2}$ ) day vacation credit for the month. An employee hired on the twenty-fourth (24th) day of the month through the last day of the month shall receive no vacation credit for the month. As of January 1, following an employee's original date of employment and for each subsequent January 1 the following schedule shall apply:

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

Seventeen (17) working days vacation after the completion of nine (9) years of service and up to the completion of nineteen (19) years of service.

Twenty one (21) working days vacation after the completion of nineteen (19) years of service and up to the completion of twenty-five (25) years of service. Twenty three (23) working days vacation after the completion of twenty five (25) years of service and thereafter.

B. For the purposes of efficient vacation scheduling and in accordance with the above schedule, an employee may be credited with vacation leave (in each appropriate calendar year) prior to the leave earned with the assumption that the employee will be employed for the full calendar year. However, an employee whose service is terminated or is placed on leave of absence without pay prior to the end of the calendar year shall have all non-earned vacation leave deducted from his/her last paycheck. An employee who has been terminated shall be entitled to the vacation allowance of all accumulated time plus vacation days prorated for the current year based upon the number of months worked in the calendar year in which the termination or leave of absence without pay becomes effective. An employee whose service is terminated between the first (1st) and eighth (8th) day of the month shall not receive vacation credit for the month. An employee whose service is terminated between the ninth (9th) and twenty-third (23rd) day of the month shall receive one-half ( $\frac{1}{2}$ ) month's vacation credit for the month. An employee hired on the twenty-fourth (24th) day of the month and thereafter shall receive one (1) month's vacation credit for the month.

An employee who is on leave of absence without pay shall not earn vacation credits while on such leave, nor shall he/she be granted vacation leave based upon prior earned credits until he/she shall return to active status. Upon return to active status, an employee who has been on an approved leave of absence without pay shall receive vacation leave in accordance with the provisions of this Article, and based upon the employee's continuous service which shall be calculated from the employee's last employment date. An employee's continuous service, however, shall not include the length of time of any approved leave of absence without pay.

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

An employee who is on sick leave, with pay, or an employee who is injured or disabled as a result of, or arising from, his/her employment shall continue to receive vacation credits in the same manner as that granted for active status.



Vacation leave can only be taken with approval of an employee's Department Director or Division Manager and according to appropriate seniority rights.

All part-time employees shall receive vacation credit allowance on a proportionate basis. Seasonal employees are not eligible to earn vacation rights.

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

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

Vacation leave is not transferable from one grant program to another, nor from a grant program to the city, nor from the City to the grant program. An employee involved in changes of this nature shall be paid for any vacation leave due him/her or shall reimburse the city on a pro-rate basis for any vacation time taken but not earned in the year in which the termination becomes effective. However an employee's original date of hire shall be considered in terms of credits where the employee has completed ten (10) years of continuous service or more.

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

## ARTICLE XII — PERSONAL LEAVE

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 that calendar year, or it will be forfeited. The personal day shall be credited to an employee on the first day of each year. Any employee hired on or before August 31 of any year shall receive one (1) personal day allowance for that year. An employee hired on September 1 or thereafter of any year shall receive no credit for that year.

ARTICLE XIII - HEALTH INSURANCE AND LIFE INSURANCE

A. The City shall continue to provide the Health Insurance to all employees and all eligible dependents as follows:

1. Blue Cross Hospitalization Plan.
2. Blue Shield Medical-Surgical P.A.C.E. Plan (with employees paying for Ryder J, if elected).
3. Prudential Major Medical:

All active employees and their eligible dependents shall be provided with an individual \$250,000.00 lifetime maximum on their Major Medical coverage.

Effective January 1, 2006, the Major Medical Individual Lifetime maximum shall be increased from \$250,000 to \$750,000 for active employees.

Effective January 1, 2007, the Major Medical Individual Lifetime maximum shall be increased from \$750,000 to \$1,000,000 for active employees.

Effective January 1, 2006 the Major Medical annual deductible shall be increased from \$100 to \$250 for active employees.

4. Medicare Part B for eligible employees

5. Dual Choice dental plan which shall cover fifty percent (50%) of U.C.R. charges for those employees who select and participate in an Open Panel Dental Plan for certain designated procedures, in accordance with schedules issued by the carrier.

6. Effective upon the signing of this Agreement, for employees covered by this Agreement who select and participate in a closed-panel dental plan, the employee's co-payment will decrease from the present level of fifty percent (50%) to twenty percent (20%); the carrier shall pay eighty percent (80%) of the usual Customary Rate (UCR) for certain designated procedures, in accordance with schedules issued by the carrier.

The employee shall assume, via a payroll deduction, twenty-five percent (25%) of the additional premium difference between the cost of the Blue Shield "14/20" Series Medical-Surgical Plan and the cost of the P.A.C.E. Medical-Surgical Plan.

7. 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 that where more than one family member is represented by this Agreement, the subscriber shall be the employee family-member with the earliest date of birth.

8. Effective at signing of the contract, the Blue Cross/Blue Shield Mandatory Second Surgical Opinion Program shall be established for each employee covered under this Agreement, and for their eligible dependents.

9. Effective at signing of contract, the Blue Cross/Blue Shield Patient Admission Review Program shall be established for each employee covered under this Agreement, and for their dependents.

10. If employee selects Blue Cross/Blue Shield and Prudential Major Medical, they can submit their prescription charges to the Major Medical carrier for partial reimbursement.

11. Employees represented by this bargaining unit will be eligible to exercise their option to apply for voluntary Health Insurance Plans that are presented by the City of Newark, after its passage by the Municipal Council.

12. All employees governed by this Agreement who select HMO coverage shall pay the difference between the cost of an HMO and the City's share of the combined cost of the Blue

Cross/Blue Shield P.A.C.E. Plan and the Prudential Major Medical Plan, if the HMO monthly premium is higher.

13. Effective January 1, 2006, prescription co-pay shall be increased to \$10 per prescription for brand name drugs for those eligible employees in accordance with the provisions of this Article; said co-pay shall increase to \$5 per prescription for generic drugs for those eligible employees.

The Blue Cross Hospitalization Plan and the Blue Shield P.A.C.E. Medical-Surgical Plan cover eligible dependent children until the end of the calendar year in which their 19th birthday occurs. The Prudential 1400B Medical-Surgical Plan and the Prudential Major Medical Plan cover eligible dependent children until the date on which the 19th birthday occurs unless both of the following conditions are met; (a) the child is wholly dependent upon the employee for support and maintenance; and (b) the child is enrolled as a full-time student in an education institution; in which case eligible dependent children shall be covered until the date on which their 23rd birthday occurs.

The City of Newark shall continue to provide Blue Cross Hospitalization, Prudential Medical-Surgical 1400B Plan and Prudential, Major Medical after retirement and shall continue to assume the entire cost of such coverage and pay the premiums for all retirees, including their dependents, if any, who shall retire after twenty-five (25) years or more of continuous service with the City of Newark. Said coverage is to continue until such time as the retiree attains the age of sixty-five (65) and is eligible for Medicare.

Effective January 1, 2006, the Major Medical Lifetime Maximum shall increase from 250,000 to \$1,000,000 and the Major Medical Annual Deductible from \$100 to \$250 for those employees who retire on or after January 1, 2006.

Eligible retirees who have earned Medicare Part A coverage shall be reimbursed by the city for the purchase of Medicare Part B upon proper notification by the retiree to the city.

Eligible retirees who have not earned Medicare Part A coverage shall be provided with comparable hospitalization coverage by the city upon proper notification by the retiree to the city. Medicare Part B premiums for these same eligible retirees shall be paid by the City upon submission by the retiree to the City of his/her initial Medicare Part B bill.

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

All eligible employees 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.

Effective March 1, 1994, all benefits conferred upon retirees as per the collective bargaining agreement between the City of Newark and the Building Trades Bargaining Committee shall be provided to those employees represented by the Building Trades Bargaining Committee who retire on or after January 1, 1994 with twenty-five years of service with the City of Newark.

Eligible retirees and their eligible dependents, who retired prior to January 1, 1994 with twenty-five years of continuous service, subject to the provisions outlined above, shall be entitled to be covered under the Blue Cross Hospitalization Plan; Prudential Medical-Surgical 1400B Plan and the Prudential Major Medical Plan and the City shall continue to assume the entire cost of such coverage and pay the premiums for all retirees, including their dependents, if any, who shall retire after twenty-five (25) years or more of continuous service with the City of Newark. Said coverage is to continue until such time as the retiree attains the age of sixty-five (65) and is eligible for Medicare.

Eligible retirees who have earned Medicare Part A coverage shall be reimbursed by the city for the purchase of Medicare Part B upon proper notification by the retiree to the City.

Eligible retirees who have not earned Medicare Part A coverage shall be provided with comparable hospitalization coverage by the city upon proper notification by the retiree to the City. Medicare Part B premiums for these same eligible retirees shall be paid by the city upon submission by the retiree to the City of his/her initial Medicare Part B bill.

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

All eligible employees covered by this Agreement who are retired on an accidental disability retirement on or after January 1, 1987, with less than twenty-five (25) years of continuous service shall receive the same health benefits as those employees who retire with twenty—five (25) years of continuous service.

Since the City is required to offer alternative coverage through a health maintenance organization, employees may exercise their option to select such alternative coverage. Any

employee who chooses to join a health maintenance organization shall bear such costs of the health plan which exceed the costs of the regular City plan.

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

B. Effective January 1, 1991, each active employee covered by this Agreement shall be covered, as per the effective date of this Agreement by the Insurance Carrier of the City, with a \$15,000.00 Life Insurance Death Benefit plus \$30,000.00 Accidental Death and Dismemberment coverage.

The Life Insurance Death Benefit shall be maintained at a total of \$15,000.00 for all active employees who are age sixty-five (65). The Life Insurance Benefit shall be reduced to \$1,500.00 for all employees who retire after the execution of this Agreement and who shall have served a minimum of fifteen (15) years of service with the city of Newark.

C. "Active employee" shall mean those employees who are on actual duty on the date of the Agreement with the Life Insurance carrier, or the date the city is authorized to be self-insured. Employees who are on sick leave without pay, leave of absence, or any other sick leave of absence at the effective date of the contract shall be enrolled for death benefits from the first day of actual return to assigned duty.

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

E. Effective January 1, 1997, the aforementioned Death Benefit and Accidental Death and Dismemberment coverage shall be eliminated for active employees, and for those who retire on or after January 1, 1997.

F. 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.

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

#### ARTICLE XIV - SICK LEAVE

##### A. GENERAL:

Every employee subject to this Agreement shall be entitled to paid sick leave benefits, per annum, according to N.J.A.C. 4A:6-1.1 et seq., of the Department of Civil Service Rules for the State of New Jersey, as periodically revised, and the applicable provisions of N.J.S.A. 11:24-A et seq.

##### 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 a member of the immediate family who is seriously ill.

3. Such leave shall not include any extended period where the employee serves as a nurse or housekeeper during this period of illness.

##### C. AMOUNT OF SICK LEAVE:

1. Sick leave, with pay, shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter:

- a) An employee hired on the first (1st) day of the month through the eighth (8th) day of the month shall receive a sick leave credit of one (1) day for the month. An employee hired on the ninth (9th) day of the month through the twenty-third (23rd) day of the month shall receive a one-half ( $\frac{1}{2}$ ) day sick leave credit for the month. An employee hired on the twenty-fourth (24th) day of the month through the last day of the month shall receive no sick leave credit for the month.
  - b) b) For the purposes of efficient sick leave scheduling and in accordance with the above schedules, an employee may be credited with sick leave (in each appropriate calendar year) prior to the leave actually being earned with the assumption that the employee will be employed for the full calendar year; however, an employee whose service is terminated or is placed on leave of absence without pay prior to the end of the calendar year shall have all non-earned used sick leave deducted from his/her last paycheck.
  - c) An employee whose service is terminated between the first (1st) and eighth (8th) day of the month shall not receive sick leave credit for the month. An employee whose service is terminated between the ninth (9th) and twenty-third (23rd) day of the month shall receive one-half ( $\frac{1}{2}$ ) month's sick leave credit for the month. An employee whose service is terminated on the twenty-fourth (24th) day of the month and thereafter shall receive one (1) month's sick leave credit for the month.
2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used, if and when, needed.
  3. An employee shall not be reimbursed for accrued sick leave at the time of termination of his/her employment, with the exception of retirement as defined herein. 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. UNUSED SICK LEAVE:

The city agrees to implement the following program to convert sick time into a cash payment for the employees covered in this Agreement at the time of their retirement.

1. 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.

2. Effective with the signing of this contract, for an employee who has accumulated fifty-one (51) to one hundred and fifty (150) unused days of sick time, inclusive, at the effective date of retirement, there shall be a payment in the amount of thirty-five percent (35%) of the value of sick days exceeding fifty (50) days, computed on the average daily base permanent salary, exclusive of longevity, overtime, and all other compensation of the employees for the twelve (12) months preceding the effective date of retirement.

3. Effective with the signing of this Agreement, for an employee who has accumulated more than one hundred and fifty (150) days of unused sick time at the effective date of retirement, there shall be a payment, as in Section 2 above, 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 employees for the twelve (12) months preceding the effective date of retirement, up to a total maximum of fifteen thousand dollars (\$15,000.00).

#### E. REPORTING OF ABSENCE ON SICK LEAVE:

1. If an employee is absent for reasons that entitle him/her to sick leave, the supervisor should 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/her supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b) Absence by an employee without notice for five (5) consecutive days, may be considered by the city as constituting a resignation.

## F. VERIFICATION OF SICK LEAVE:

1. Any employee who shall be absent on sick leave for five (5) or more consecutive working days shall 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 (1) 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 and requires recurring absences of one (1) day or less, in which case, only one (1) certificate shall be necessary for a period of six (6) months.

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

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

3. When sick leave is used due to a 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/her return to duty, to be examined, at the expense of the City, by a physician designated by the City. Such examination 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.

## G. ANNUAL MEDICAL EXAMINATION:

The City may provide an annual medical examination for the members of the Union at a designated city facility.

ARTICLE XV - LEAVE OF ABSENCE

A. Every permanent employee, subject to this Agreement, may be granted a leave of absence, according to applicable Department of Civil Service Rules for the State of New Jersey, as periodically revised and City policy. If the benefits of the City policy are improved, then the members of this bargaining unit shall be entitled to said improvements.

B. Employee representatives shall be permitted an aggregate of six (6) paid working days each calendar year to attend Union conventions; e.g. two (2) representatives for three (3) days each, or three (3) representatives for two (2) days each.

C. Bereavement Leave – Members shall receive three (3) days off with pay for a death in the immediate family (mother, father, spouse, sister, brother and child). Reasonable proof may be required.

ARTICLE XVI - EMPLOYEE TRAINING

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

B. The Union agrees that it will encourage members of the bargaining unit 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 developmental activities in order to perform more efficiently in current and future assignments. These developmental activities may include on-the-job training and classroom training.

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

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 XVII - 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.

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.

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 XVIII - BULLETIN BOARDS

Bulletin Boards shall be made available by the city at each work location for use by the Union for the purpose of posting Union announcements and other information of a non-controversial nature. The Director of the Department, or his/her representative may remove from the Bulletin Boards any materials which do not conform with the intent and provisions of this Article.

ARTICLE XIX - DEDUCTIONS FROM SALARY

A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9e, as amended. Said monies, together with records of any corrections, shall be transmitted to the Union office by the fifteenth (15th) of each month, following the monthly pay period in which deductions were made.

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

C. The Union will provide the necessary "Check-Off Authorizations" 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 XX - REPRESENTATION FEE IN LIEU OF DUES

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

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

3. a) The Union 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.

b) Any non-union employee who pays a representation fee to the Association in lieu of dues shall have the right to demand and receive from the Union a return of any portion of that representation fee which represents the non-union member's pro-rate share of expenditures by the Union that are in aid of activities or causes of a partisan, political or ideological nature only incidentally related to the terms and conditions of employment of such employee or applied toward the cost of any other benefits applied toward the cost of any other benefits available only to members of the Union.

c) Any non-union employee shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. The Union shall establish and maintain such a review system and shall submit a copy of its review system to the City. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system.

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

5. Payment of the representation fee shall be made to the Union during the term of the collective bargaining agreement effecting such non-member employees, and during the period, if any, between successive agreements to providing.

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

b) 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 therefrom which benefit only members; any change in this list must be reported to the employer within fifteen (15) days of such change.

c) The deduction process and the transmission of fees 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.

d) Obligation to pay the representation fee shall start the thirtieth (30th) 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 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.



7. As of the date of the signing of the Contract by both parties, the City of Newark agrees to commence agency fee deductions for Building Trades Bargaining Committee upon receipt of verifications from the Union that all unit members have received notice of the demand and return procedures in a manner which conforms with Boonton v. Kramer, and a copy of the Demand and Return system.

8. The Union shall indemnify 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 pursuant to the terms of this Article.

#### ARTICLE XXI - NO STRIKE - NO LOCKOUT PLEDGE

A. During the term of this Agreement, the Union agrees, on behalf of itself, and insofar as is legally possible, on behalf 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 an employee from his 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 employee shall be deemed ground for disciplinary action, including 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 XXII - 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 employee 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 XXIII — SEPARABILITY AND SAVINGS

If any provision 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 court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIV - FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of renegotiations. 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.

B. 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 XXV - DURATION

This Agreement shall be in force and effect as of January 1, 2005, and shall remain in effect, to and inclusive, December 31, 2008. This 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 of the Agreement, of a desire to change, modify or terminate the Agreement.

## APPENDIX A.

7RE 020106

Parking Meter Collector & Repairer 2623 35 hrs	1
Parking Meter Repairer 2619 40 hrs	1
Principal Clerk/TrafficSignal Repairer 7268 40 hrs	2
Traffic Signal Repairman 4195 40 Hrs	2
Water System Distribution Technician 5215 40 hrs	4
Heavy Equipment Operator, Demolition 2007 40 hrs	5
Sign Maker 4 6514 40 hrs	5
Supervisor of Sign Designing, Processing and Lettering 6514 40 hrs	5
Crane Operator A393 40 hrs	6
Heavy Equipment Operator, Crane Demolition 2006 40 hrs	6
Asphalt Worker 0292 40 his	7
Sewer Equipment Operator 3679 40 hrs	8
Asphalt Raker 0291 40 hrs	9
Carpenter Helper 0974 35 hrs	10
Electrician Helper 1710 35 his	10
Mason Helper 2426 35 hrs	10
Mason Helper/Plasterer Helper 6389 35 hrs	10
Sign Designer Processor and Letterer Helper 3706 35 hrs	10
Sign Maker 1 3706 35 hrs	10
Compressor Operator 1327 40 hrs	11
Plumber's Helper 2701 40 hrs	11
Painter 2589 35 hrs	12
Equipment Operator 1746 40 hrs	13
Boiler Operator 0880 40 his	14
Refrigeration Engineer 3046 40 hrs	15
Refrigeration Engineer Low Pressure License 7039 40 hrs	15
Supervising Painter 6722 35 hrs	16
Heating and Air Conditioning Operator 1999 40 hrs	17
Stationary Engineer 3766 40 His	17
Carpenter 0970 35 hrs	18
Carpenter Mason 5071 35 hrs	18
Electrician 1706 35 his	18
Mason 2420 35 hrs	18
Mason/Plasterer 2421 35 hrs	18
Sign Designer Processor and Letterer 3705 35 hrs	18
Traffic Signal Electrician 4192 35 hrs	18
Traffic Signal Mechanic A088 35 hrs	18
Sign Maker 2 3705 35 hrs	19
Plumber 2693 40 hrs	20
Plumber/Steamfitter 2694 40 hrs	20
Assistant Supervising Carpenter 6601 35 hrs	21
Assistant Supervising Electrical 6608 35 hrs	21
Sign Maker 3 3588 35 his	21
Heavy Equipment Operator 2001 40 hrs	22
Supervising Carpenter 6600 35 hrs	23
Supervising Electrician 6605 35 his	23
Supervising Mason/Supervising Plasterer 6880 35 Hrs	23
Supervising Plumber 7328 40 hrs	24
Supervising Equipment Operator 6664 40 hrs	25
Supervisor of Equipment Operation 4007 40 hrs	25
Chief Stationary Engineer 1215 40 hrs	26

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Newark, New Jersey on this \_\_\_\_\_ day of \_\_\_\_\_, 2006

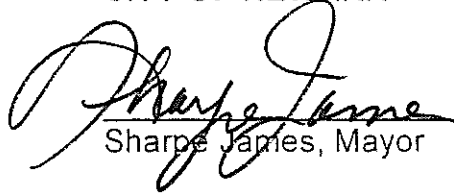
ATTEST:



Robert P. Marasco, City Clerk

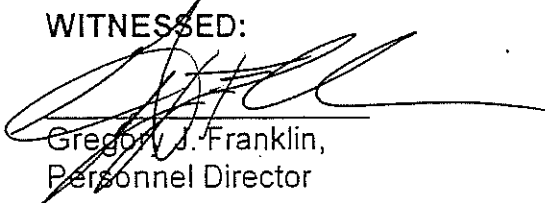
3-16-06

CITY OF NEWARK



Sharpe James, Mayor

WITNESSED:

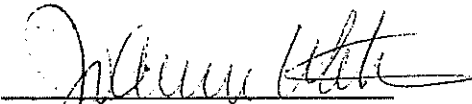


Gregory J. Franklin,  
Personnel Director



Richard Monteilh  
Business Administrator

APPROVED AS TO FORM:

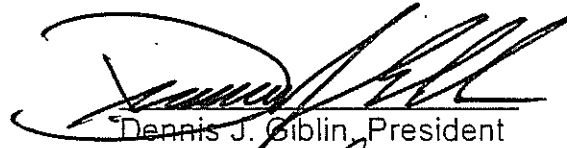


Joanne Y. Watson  
Corporation Counsel

International Union Of Operating  
Engineers, Local 68, AFL-CIO



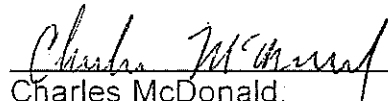
Thomas P. Giblin  
Business Manager



Dennis J. Giblin, President



Michael V. Gann  
Recording Secretary



Charles McDonald,  
Business Representative