



## Legislation Text

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**ORDINANCE AMENDING TITLE II, CHAPTER 24, ARTICLE 9, LONGEVITY PAY PROGRAM OF THE REVISED **GENERAL** ORDINANCES OF THE CITY OF NEWARK, COUNTY OF ESSEX, TO ELIMINATE INCREASES IN LONGEVITY PAYMENT FOR CERTAIN EMPLOYEES AND APPOINTED AND ELECTED OFFICIALS AND ELIMINATING LONGEVITY PAYMENTS FOR NEW HIRES, AND NEWLY APPOINTED AND ELECTED OFFICIALS.**

**Failed 6F-f 051612**

**Deferred/ PHC 6PSF-b 062012**

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WHEREAS, the City of Newark has heretofore provided for longevity payments on a prorated basis for long and faithful service; and

WHEREAS, the State of New Jersey, Department of Community Affairs, by way of a Memorandum of Understanding, has required that the City of Newark repeal the program for certain employees, for reasons of economy and to cease the practice of increasing longevity beyond the amount that certain employees are receiving or entitled to as of the effective date of the Memorandum of Understanding between the State of New Jersey and the City of Newark ("MOU"); and

WHEREAS, in accordance with the terms of the Memorandum of Understanding, setting forth minimum conditions on the receipt of a loan by the municipality, the Municipal Council of the City of Newark repeals and amendments Title II, Chapter 24, Article 9, Longevity Pay Program

.NOW, THEREFORE, BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE CITY OF NEWARK, COUNTY OF ESSEX, AND STATE OF NEW JERSEY, **THAT:**

**[Note: Additions are noted as bold and underlined text and deletions as strike-outs.]**

**Section 1.** Title II, Chapter 24, Article 9 of the Revised General Ordinances of the City of Newark, New Jersey, 2000, as amended and supplemented, is hereby amended to read as follows:

### **ARTICLE 9 LONGEVITY PAY PROGRAM.**

2:24-10.1. Steps of Longevity Program.

a. **Except as otherwise provided for herein**, every **certain** employees of the City of Newark, for long and faithful service, shall be paid longevity payments on a prorated basis with each earned salary check during the calendar year at a percentage of his/her salary. Except where the provisions of the collective bargaining agreement governing the employee's title or the provisions of paragraph d. below provide otherwise, the computation schedule shall be as follows:

- First Step:..... Beginning January 1 following the 10th year of service 4%
- Second Step:.... Beginning January 1 following the 15th year of service 6%
- Third Step:..... Beginning January 1 following the 20th year of service 8%
- Fourth Step:..... Beginning January 1 following the 25th year of service 10%
- Fifth Step:..... Beginning January 1 following the 30th year of service 12%

b. **To the extent that pursuant to this ordinance, an employee is entitled to or receiving such benefits as of the effective date of the MOU**, for the sole purpose of the determination of longevity benefits, the term, employee, shall apply to all position titles in the unclassified service that are unrepresented by a bargaining unit, the position of Intergovernmental Liaison in the Municipal Council and the titles of elected officials. These employees shall be construed to be permanent in nature and they shall be entitled to receive longevity payments in accordance with the schedule established in paragraph d. **However, such employees (all position titles in the unclassified service that are unrepresented by a bargaining unit, the position of Intergovernmental Liaison in the Municipal Council and the titles of elected officials) shall not be entitled to any longevity payment greater than that which the employee is entitled to or receiving as of the effective date of the MOU. No such employees (all position titles in the unclassified service that are unrepresented by a bargaining unit, the position of Intergovernmental Liaison in the Municipal Council and the titles of elected officials) hired, appointed or elected after the effective date of the MOU, shall be entitled to longevity payments.**

c. **To the extent that pursuant to this ordinance, an employee is entitled to or receiving such benefits as of the effective date of the MOU**, employees and full-time appointed officials in unclassified titles that are unrepresented by a bargaining unit and elected officials shall be entitled to have longevity benefits computed on the basis of the title in which each serves only during the period that he/she actually holds such positions, and not thereafter. **However, such employees (employees and full-time appointed officials in unclassified titles that are unrepresented by a bargaining unit and elected officials), shall not be entitled to any longevity payment greater than that which the employee is entitled to or receiving as of the effective date of the MOU. No, such employees ( employees and full-time appointed officials in unclassified titles that are unrepresented by a bargaining unit and elected officials ),hired, appointed or elected after the effective date of the MOU, shall be entitled to longevity payments.**

d. **To the extent that pursuant to this ordinance, an employee is entitled to or receiving such benefits as of the effective date of the MOU**, employees and full-time appointed officials in unclassified and classified titles who are legally excluded from representation by a labor union and elected officials, for long and faithful service, shall be paid longevity payments on a prorated basis with each earned salary check during the calendar year at a percentage of their permanent salary at the time of each such payment, to be computed as follows:

- First Step:..... On the January 1st following the completion of the 4th year of service 4%

- Second Step:.... On the January 1st following the completion of the 9th year of service 6%
- Third Step:..... On the January 1st following the completion of the 14th year of service 8%
- Fourth Step:..... On the January 1st following the completion of the 19th year of service 10%
- Fifth Step:..... On the January 1st following the completion of the 24th year of service 12%
- Sixth Step:..... On the January 1st following the completion of the 29th year of service 14%

**However, such employees (employees and full-time appointed officials in unclassified and classified titles who are legally excluded from representation by a labor union and elected officials) shall not be entitled to any longevity payment greater than that which the employee is entitled to or receiving as of the effective date of the MOU. No, such employees (employees and full-time appointed officials in unclassified and classified titles who are legally excluded from representation by a labor union and elected officials), hired, appointed or elected after the effective date of the MOU, shall be entitled to longevity payments.**

e. **To the extent that pursuant to this ordinance, an employee is entitled to or receiving such benefits as of the effective date of the MOU, such employees** (in the career service and full-time appointees in the unclassified service who are not legally excluded from representation by a collective bargaining unit and whose benefits must be conferred by ordinance), for a long and faithful service shall be paid longevity payments on a prorated basis with each earned salary check during the calendar year at a percentage of the permanent salary received by the employee as of January 1, of the preceding year. Except where the provisions of the collective bargaining agreement governing the employee's title provide otherwise, the computation schedule shall be as follows:

- First Step:..... Beginning January 1 following the 10th year of service 4%
- Second Step:.... Beginning January 1 following the 15th year of service 6%
- Third Step:..... Beginning January 1 following the 20th year of service 8%
- Fourth Step:..... Beginning January 1 following the 25th year of service 10%
- Fifth Step:..... Beginning January 1 following the 30th year of service 12%

**However, such employees (in the career service and full-time appointees in the unclassified service who are not legally excluded from representation by a collective bargaining unit and whose benefits must be conferred by ordinance) shall not be entitled to any longevity payment greater than that which the employee is entitled to or receiving as of the effective date of the MOU. No, such employees (in the career service and full-time appointees in the unclassified service who are not legally excluded from representation by a collective bargaining unit and whose benefits must be conferred by ordinance), hired, appointed or elected after the effective date of the MOU, shall be entitled to longevity payments.**

2:24-10.2. Commencement of Longevity; Automatic Credit; Leave of Absence; Computation of Pension.

a. **To the extent the employee is entitled to or receiving longevity benefits pursuant to this ordinance**, longevity shall be based on service with the City of Newark from the date of the original appointment, temporary or permanent, provided there is uninterrupted service. **Except as otherwise provided herein**, effective June 24, 1987, longevity for elected and full-time appointed officials and employees in the career service who are legally excluded from representation by a collective bargaining unit and who have their benefits conferred by ordinance shall be based on service with the City from the date of the original appointment, temporary or permanent, or Federally funded program including participants in such programs and shall be determined to include time spent in honorable active duty military service in the Armed Forces of the United States. **However, such employees, after the effective date of the MOU, shall not be entitled to any increase in longevity. No such employees hired, appointed or elected after the effective date of this amendment to the ordinance, shall be entitled to longevity payments.**

b. The longevity credit shall be automatic.

c. 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.

d. The longevity credit shall be added to the salary as set by ordinance and received by the employee at the time the longevity credit becomes due and shall be considered in total with the salary for pension purposes.

2:24-10.3. Additional Compensation and Longevity Payments, Effect.

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 overtime except where mandated for non-exempt employees under the provisions of the Fair Labor Standards Act, or change of rate, or payment for additional assigned duties.

2:24-10.4. When Interruption of Service Considered.

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 the cumulative periods of years of service with the City.

2:24-10.5. Longevity Payment in Excess of Maximum Salary.

Such additional longevity payment shall be paid notwithstanding the maximum salary heretofore provided for such office or employment by ordinance.

2:24-10.6. Computation of Payment.

The above program shall be considered as above and beyond and promotion in any title of any employee during his/her term of service. Except as otherwise provided in sSubsection 2:24-10.1(d) or under the provisions of a collective bargaining agreement, longevity credit shall be based on 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 he/she reaches the next step.

**2:24-10.7 Elimination of Longevity; Special Re-employment (New Section)**

**No employee who is unrepresented by a bargaining or labor unit or excluded from representation by a collective bargaining agreement, which employee is in the career service and/or titles, unclassified service and/or titles, appointed and elected officials and/or titles or would have their benefits conferred by ordinance, hired or appointed after the effective date of the MOU, shall have entitlement to the benefits conferred pursuant to R.O. 2:24-10 or to any increase therein.**

**Notwithstanding anything to the contrary herein, any employee terminated prior to the effective date of the MOU, which termination was due to no fault or choice of their own, and the employee was previously receiving longevity, that employee shall be entitled to longevity, in accordance with the ordinance, as amended. For example, but not by way of limitation, an employee previously receiving longevity who was terminated by the City and who is restored to employment due to litigation, would be entitled to longevity in accordance with the ordinance, as amended.**

~~2:24-10.8 7. Effective Date.~~

The effective date of the MOU.

~~2:24-10.8 Termination of Employment Prior to Effective Date.~~

~~—Nothing contained in this Article shall be construed to apply to any person whose employment has been terminated for any reason prior to the effective date of the adoption of this Article.~~

~~2:24-9 - 2:24-17. RESERVED.~~

**Section 2.** If any section, paragraph, subdivision, clause or provision of this ordinance shall be judged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

**Section 3.** All Ordinances or parts of ordinances inconsistent herewith are hereby repealed as to such inconsistency.

**Section 4.** This Ordinance amendment shall take effect upon final passage and publication in accordance with New Jersey law.

**STATEMENT**

**ORDINANCE AMENDING TITLE II, CHAPTER 24, ARTICLE 9, LONGEVITY PAY PROGRAM OF THE REVISED ORDINANCES OF THE CITY OF NEWARK, COUNTY OF ESSEX TO ELIMINATE INCREASES IN LONGEVITY PAYMENT FOR CERTAIN EMPLOYEES AND APPOINTED AND ELECTED OFFICIALS. AND ELIMINATING LONGEVITY PAYMENTS FOR NEW HIRES, AND NEWLY APPOINTED AND ELECTED OFFICIALS.**