

ESSEX

DATE: _____

Between:

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

-and-

Local 2299, AFSCME
LOCAL 2299

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL

EMPLOYEES, AFL-CIO

Inspectors
(INSPECTORS)

X Jan 1, 1979 - Dec 31, 1981
JANUARY 1, 1979 THROUGH DECEMBER 31, 1981

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... of Newark, New Jersey, hereinafter referred to as the City, and the Union, hereinafter referred to as the Union, do hereby enter into this Agreement on all negotiable matters 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 Employees Relations Commission dated April 15, 1971, (Docket No. EC-100) the City recognizes the Union as the exclusive collective negotiations agent for all inspectors employed by the City of Newark but excluding engineering specifications, inspector, purchasing inspector, office clerical, craft and professional employees, policemen, managerial executives, department heads, safety department heads and supervisors within the meaning of the Act, covered in the aforementioned Certification and more specifically enumerated by job titles in Appendix A. In any event any title covered in this Agreement is reclassified by the New Jersey State Department of Civil Service, or by State law, the new titles shall be included as part of the Recognition for this Unit.

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 and responsibilities of the City, the adoption of policies, rules, regulations and practices and adherence thereof, and the use of judgment and discretion in the exercise here-with shall be limited only by the specific and express terms hereof and in accordance with the Constitution and Laws of New Jersey and of the United States.

A. Seniority is defined as the length of time an employee has been employed with his latest date of hire in similar or related positions.

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 scheduling, job and shift assignments.

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 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 of this Agreement by the Union or the City.

C. STEPS OF THE GRIEVANCE PROCEDURE: The following constitutes the sole and exclusive method for resolving grievance between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent, and provides that a Union representative may, at the option of the aggrieved, be present at step one and shall be present at each step of the grievance procedure thereafter, especially if the grievance should lead to a suspension.

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

a. In the event a grievance is not resolved at Step Two, the aggrieved shall, as a matter of course, file the complaint with the Division Head, or his representative, within five (5) working days from the date of the decision 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.

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

Grievances initiated by the City shall be filed directly with the Union within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after filing a grievance between the representative of the City and the Union in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made, either party may file for arbitration in accordance with Step Five above. In the event the City elects to withdraw the matter from arbitration, the City shall pay whatever costs may have been incurred in processing the case of 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 representatives enter the City facilities or premises it shall request such permission from the appropriate City representatives. 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 may act as representative to process all grievances through the established procedure. Grievances at Step 1 shall be handled by the local Union representative. The employees representative 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 and type of employment (provisional, temporary, seasonal and permanent).

E. Employees who have been designated as negotiation 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 Agreement negotiations, when such negotiations are scheduled during 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.

3. As the expiration date of a position approaches, the City will make the necessary arrangements of Civil Service for a new examination to insure as far as practical and possible that there be an Eligibility List available at all times.

D. With the exception of Veterans preference, the City will make its selection to fill vacancies 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 opening shall be paid the wage rate established for the job or their own 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 one job classification to a lower paying position in the same job classification or in another job classification or shall be made in accordance with Civil Service procedures.

An employee who is reassigned to this 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 lay-off 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 (1) week of any decisions involving the consolidation or elimination of jobs insofar as possible and practicable the City will delay implementation until the Union has had at least one discussion with the City on these decisions.

ARTICLE VI-- WORK WEEK

A. For those employees covered by this Agreement for whom the previous normal work week was thirty (30) hours per week six (6) hours per day exclusive of the lunch period this work week shall continue until July 1, 1980. Effective July 1, 1980 the work week shall be thirty-five (35) hours per week seven (7) hours per day exclusive of the lunch period.

B. Variances shall be permitted by the Director, Dept. of Health & Welfare when the needs of the services require special scheduling. The Director shall discuss such variances with the Union prior to their being instituted. If the normal work week is to be changed, the Director shall notify the Union in advance.

ARTICLE VII - OVERTIME

A. DISTRIBUTION 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. Overtime shall be distributed as equitably as possible and all provisions of this Article shall apply to such overtime which has been properly directed and authorized in advance by the appropriated 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 up to 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 up to 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) time.

Employees shall have the opportunity of requesting particular compensatory days off. Such requests shall be made within five (5) working days in advance and shall be subject to the approval of the Division head. Approval of the Division head shall not be unreasonably withheld. Reasonable attempt shall be made to provide the employee with the opportunity to utilize compensatory days within the calendar year in which they were 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 all work on the holiday. Those employees who have worked forty (40) hours or more 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.

... shall receive straight time pay for all time worked on the holiday.

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%) percent 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 this Agreement shall be increased in the amount of five (5%) percent and according to the Master Pay Grade Schedule as salary ranges shall be adjusted correspondingly.

C. Effective July 1, 1980 the annual salary ranges of all employees covered by this Agreement who are currently working a 30 hour work week shall be increased 11-1/9% 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.

D. Effective January 1, 1981, the annual salary ranges of all employees covered by this Agreement shall be increased in the amount of five (5%) percent 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 accordingly.

E. All compensation procedures promotion increases and increment schedules shall be according to application and adopted ordinances.

F. If a general salary increase is granted to another bargaining unit representing City employees, local 2299 shall be treated equitably with respect to an increase in compensation to its bargaining unit.

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

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 2:4-5, Title 2 of the Revised Ordinances of the City of Newark, New Jersey 1966, as follows :

...ten days' vacation after the completion of ... after.

2. There in any ... of ... shall be granted by reason of ... 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 ... 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 figure on his salary rate at the time of the death.

ARTICLE XI- HEALTH & DEATH BENEFIT INSURANCE

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. 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 provide insurance on a self-insured basis during the lifetime of the Agreement so long as substantially similar benefits but no less than those presently in effect are provided. The City shall notify the association if such change is made. In any event there shall be no interruption of medical benefits coverage for employees covered by this agreement.

B. Each active permanent employee covered by this Agreement shall be covered, as per the effective date of the Agreement covered, with the Insurance carrier or the City, no later than July 1, 1977 by a \$5,000 Death Benefit plan which includes a \$10,000 Accidental Death & Accidental Dismemberment coverage. The said benefits shall reduce to a total of \$1,500 for all active employees who are age 65 or who shall attain the age of 65. Said total \$1,500 coverage shall include all employees who retire after the execution of this Agreement and who shall have served a minimum of 15 years of service with the City of Newark.

... to be paid for the ... leave with pay. Leave of absence ... shall be entitled for each day of actual return to assigned duty.

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

E. A Provisional employee shall have served a minimum of ninety (90) days of continuous service with the City of Newark to be eligible for coverage in all instances.

F. If this coverage is provided by a contract of insurance the liability of the City shall be limited to the terms of the contract.

ARTICLE VII - 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 13, 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 accrue to any full time employee on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and 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.

- a. Failure to do so may be considered to be cause of denial of the leave of absence for that absence and the employee shall be subject to disciplinary action.
- b. The City may consider an absence by an employee without notice for five (5) consecutive days to constitute a resignation.

B. 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 requirements appear 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 certification 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 employee's physician and shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

ARTICLE VIII - 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

D. Employees who are required, in connection with City work, to appear before a court or other public body in any matter involving the City shall be granted leave with pay for the period of such appearance.

ARTICLE XXII - EMPLOYEE TRAINING

A. The City and the Union agree that training is an integral part of management and an essential requirement for all employees to grow and increase levels of competence.

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

1. Keeping abreast of changes occurring in their field, 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 classroom training.

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

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

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

ARTICLE XXIII - BULLETIN BOARDS

Bulletin Boards shall be made available by the City at a convenient location for the use of the Union for the purpose of posting Union notices and other information of a non-controversial nature. The Director, or his representative may have removed from the Bulletin Board any material which does not conform with the intent and provisions of this Agreement.

1. Be in attendance and prepared for scheduled work, 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 XVII - TRAVEL ALLOWANCE

Local travel allowance shall be provided to employees covered in this agreement to cover incurred expenses for business travel. If an employee does not work the total possible number of work days in a month, for each day is absent, the following system will be implemented:

2. For an employee who works 10 - days in the month, he will be paid at the rate of \$3.00 for each day worked.

3. For an employee who works 11 - days in the month, he will be paid at the rate of \$3.00 for each day worked.

4. For an employee who works 15 - days in the month, he is entitled to \$4.50, unless the provisions as explained in 4.3. above.

ARTICLE XVIII - 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 110, Public Laws of 1967, N.J.S.A. (P.L.) 63:14-15, as amended. Said monies together with records of any corrections shall be transferred 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 the changed deduction.

C. The Union will provide the necessary "Check-off Authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Director of Finance. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deductions, authorization cards submitted by the Union to the City or in reliance upon the official notification on the letterhead of the Union and signed by the President and Secretary of the Union advising of such changed deduction.

ARTICLE XIX - NO STRIKE AND NO LOCKOUT CLAUSE

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

1. The City shall not discriminate in hiring, promotion, or any other employment practice on the basis of race, color, creed, sex or national origin.

D. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain, in judicial or non-judicial proceedings, any relief or remedy which may be available to it in law or in equity for injuries or damages to which it is entitled as a result of such breach by the Union or its members.

ARTICLE XX - 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. 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 XXI - 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 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.

ARTICLE XIII - NEGOTIATIONS

A. This Agreement shall constitute the final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither parties 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 of 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 only executed by both parties.

ARTICLE XIV - RENEWAL

This Agreement shall be in full force and effective as of January 1, 1979 and shall be in effect to and including December 31, 1981 with the sole exception of an agency shop clause, which subject may be reopened for negotiations by either party giving written notice to the other of their desire to so re-open the contract no sooner than September 1, 1980 and no later than December 15, 1980. This Agreement shall continue in full force and effective from year to year thereafter, unless one party or the other gives notice, in writing, at least 90 days prior to the expiration date of this Agreement of a desire to change, modify or terminate the Agreement.

ARTICLE XV - 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.


FRANK D'ASCENZO, Mayor

ADDRESS: Frank D'Ascenzo
Frank D'Ascenzo, City Clerk
6/26/88

AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL
EMPLOYEES, AFL-CIO (INSPECTORS)

BY: Frank D'Ascenzo

ATTEST: [Signature]

7/10/81 05073

APPENDIX "A"

January 1, 1979 through
December 31, 1981

CITY OF NEWARK & LOCAL 2299
AFSCME INSPECTORS

<u>TITLE</u>	<u>EFFECTIVE</u>	<u>ANNUAL MINIMUM</u>	<u>ANNUAL MAXIMUM</u>
Asst. Super. of Bldgs. 999345	1/1/79	\$14,836.50	\$18,037.95
	1/1/80	15,572.32	18,939.84
	7/1/80	17,309.24	21,044.26
	1/1/81	18,174.70	22,096.47
Bldg. Inspector 163090	1/1/79	10,747.80	12,819.45
	1/1/80	11,285.19	13,450.42
	7/1/80	12,539.10	14,956.02
	1/1/81	13,166.05	15,703.32
Chief Electrical Inspector 160030	1/1/79	13,459.95	16,361.10
	1/1/80	14,132.94	17,179.15
	7/1/80	15,703.26	19,087.94
	1/1/81	16,488.42	20,042.33
Chief Food & Drug Ins. 493010	1/1/79	13,459.95	16,361.10
	1/1/80	14,132.94	17,179.15
	7/1/80	15,703.26	19,087.94
	1/1/81	16,488.42	20,042.33
Chief Meat Inspector 493070	1/1/79	13,459.95	16,361.10
	1/1/80	14,132.94	17,179.15
	7/1/80	15,703.26	19,087.94
	1/1/81	16,488.42	20,042.33
Chief Plumbing Insp. 168010	1/1/79	13,459.95	16,361.10
	1/1/80	14,132.94	17,179.15
	7/1/80	15,703.26	19,087.94
	1/1/81	16,488.42	20,042.33
Chief Sanitary Insp. Contagious Disease 167101	1/1/79	13,459.95	16,361.10
	1/1/80	14,132.94	17,179.15
	7/1/80	15,703.26	19,087.94
	1/1/81	16,488.42	20,042.33
Chief Sanitary Insp. Environmental Sant. 167100	1/1/79	13,459.95	16,361.10
	1/1/80	14,132.94	17,179.15
	7/1/80	15,703.26	19,087.94
	1/1/81	16,488.42	20,042.33
Chief Sanitary Insp. Industrial Hygiene & Air Pollution 167102	1/1/79	13,459.95	16,361.10
	1/1/80	14,132.94	17,179.15
	7/1/80	15,703.26	19,087.94
	1/1/81	16,488.42	20,042.33

MASTER PAY GRADE SCHEDULE

APPENDIX "A"

January 1, 1979 through
December 31, 1981

CITY OF NEWARK & LOCAL 2299
AFSCME INSPECTORS

<u>TITLE</u>	<u>EFFECTIVE</u>	<u>ANNUAL MINIMUM</u>	<u>ANNUAL MAXIMUM</u>
Asst. Chief Food & Drug Inspector 493020	1/1/79	\$11,627.70	\$14,133.00
	1/1/80	12,209.08	14,839.65
	7/1/80	13,565.64	16,488.50
	1/1/81	14,243.92	17,312.92
Asst. Chief Meat Inspector 999054	1/1/79	11,627.70	14,133.00
	1/1/80	12,209.08	14,839.65
	7/1/80	13,565.64	16,488.50
	1/1/81	14,243.92	17,312.92
Asst. Chief Plumbing Inspector 169020	1/1/79	11,627.70	14,133.00
	1/1/80	12,209.08	14,839.65
	7/1/80	13,565.64	16,488.50
	1/1/81	14,243.92	17,312.92
Asst. Chief Sanitary Inspector, Air. Poll. 495060	1/1/79	11,627.70	14,133.00
	1/1/80	12,209.08	14,839.65
	7/1/80	13,565.64	16,488.50
	1/1/81	14,243.92	17,312.92
Asst. Chief Sanitary Inspector, Contagious Disease	1/1/79	11,627.70	14,133.00
	1/1/80	12,209.08	14,839.65
	7/1/80	13,565.64	16,488.50
	1/1/81	14,243.92	17,312.92
Asst. Chief Sanitary Inspector, Environ- mental Sanitation 167160	1/1/79	11,627.70	14,133.00
	1/1/80	12,209.08	14,839.65
	7/1/80	13,565.64	16,488.50
	1/1/81	14,243.92	17,312.92
Asst. Chief Sanitary Insp. Industrial Hy- giene 167150	1/1/79	11,627.70	14,133.00
	1/1/80	12,209.08	14,839.65
	7/1/80	13,565.64	16,488.50
	1/1/81	14,243.92	17,312.92
Asst. Mun. Super. Weight & Measures 309083	1/1/79	10,235.40	12,202.40
	1/1/80	10,747.17	12,819.87
	7/1/80	11,941.30	14,244.30
	1/1/81	12,538.36	14,955.51

AFSCME "A"

January 1, 1979 through
December 31, 1981

CITY OF NEWARK & LOCAL 2299
AFSCME INSPECTORS

<u>TITLE</u>	<u>EFFECTIVE</u>	<u>ANNUAL MINIMUM</u>	<u>ANNUAL MAXIMUM</u>
Deputy Man. Super. Weights & Measures 172060	1/1/79	\$11,074.35	\$13,439.05
	1/1/80	11,629.06	14,132.94
	7/1/80	12,920.06	15,703.26
	1/1/81	13,566.06	16,488.42
Electrical Insp. 160060	1/1/79	10,747.80	12,819.45
	1/1/80	11,285.19	13,460.42
	7/1/80	12,539.10	14,956.02
	1/1/81	13,166.05	15,703.82
Elevatore Insp. 201103	1/1/79	10,747.80	12,819.45
	1/1/80	11,285.19	13,460.42
	7/1/80	12,539.10	14,956.02
	1/1/81	13,166.05	15,703.82
Field Representative Div. of Health 999286	1/1/79	9,010.05	10,747.30
	1/1/80	9,460.55	11,285.19
	7/1/80	10,511.72	12,539.10
	1/1/81	11,037.30	13,166.05
Food & Drug Insp. 493050	1/1/79	10,747.80	12,819.45
	1/1/80	11,285.19	13,460.42
	7/1/80	12,539.10	14,956.02
	1/1/81	13,166.05	15,703.82
Meat Inspector 493110	1/1/79	10,747.80	12,819.45
	1/1/80	11,285.19	13,460.42
	7/1/80	12,539.10	14,956.02
	1/1/81	13,166.05	15,703.82
Municipal Super. Weights & Measures 172030	1/1/79	14,133.00	17,187.45
	1/1/80	14,839.65	18,046.92
	7/1/80	16,488.50	20,052.02
	1/1/81	17,312.92	21,054.62
Plan Examiner 130060	1/1/79	13,459.95	16,361.10
	1/1/80	14,132.94	17,179.15
	7/1/80	15,703.26	19,037.94
	1/1/81	16,488.42	20,042.33
Plumbing Inspector 163040	1/1/79	10,747.30	12,819.45
	1/1/80	11,285.19	13,460.42
	7/1/80	12,539.10	14,956.02
	1/1/81	13,166.05	15,703.82

<u>TITLE</u>	<u>EFFECTIVE</u>	<u>ANNUAL MINIMUM</u>	<u>ANNUAL MAXIMUM</u>
Sanitary Inspector 187200	1/1/79	\$10,717.90	\$12,819.45
	1/1/80	11,285.19	13,460.42
	7/1/80	12,539.10	14,956.02
	1/1/81	13,166.05	15,703.82
Superintendent of Bldgs. 39453	1/1/79	16,361.10	19,987.00
	1/1/80	17,179.15	20,881.35
	7/1/80	19,087.94	23,201.50
	1/1/81	20,042.33	24,361.57

MASTER PAY GRADE SCHEDULE

APPENDIX "A"

January 1, 1979 through
December 31, 1981

CITY OF NEWARK & LOCAL 2292
AFSCME INSPECTORS

<u>TITLE</u>	<u>EFFECTIVE</u>	<u>ANNUAL MINIMUM</u>	<u>ANNUAL MAXIMUM</u>
Asst. Chief	1/1/79	\$11,627.70	\$14,133.00
License Insp. 999076	1/1/80	12,209.08	14,839.65
	7/1/80	13,565.64	16,488.50
	1/1/81	14,243.92	17,312.92
Chief License Inspector 170050	1/1/79	13,459.95	16,361.10
	1/1/80	14,132.94	17,179.15
	7/1/80	15,703.26	19,087.94
	1/1/81	16,488.42	20,042.33
License Inspector 170060	1/1/79	10,235.40	12,209.40
	1/1/80	10,747.17	12,819.87
	7/1/80	11,941.30	14,244.30
	1/1/81	12,538.36	14,956.51
Asst. Chief Water Service Inspector 169020	1/1/79	11,627.70	14,133.00
	1/1/80	12,209.08	14,839.65
	7/1/80	13,565.64	16,488.50
	1/1/81	14,243.92	17,312.92
Chief Water Service Inspector 169010	1/1/79	13,459.95	16,361.10
	1/1/80	14,132.94	17,179.15
	7/1/80	15,703.26	19,087.94
	1/1/81	16,488.42	20,042.33
Water Ser. Inspector 169040	1/1/79	10,235.40	12,209.40
	1/1/80	10,747.17	12,819.87
	7/1/80	11,941.30	14,244.30
	1/1/81	12,538.36	14,956.51
Air Pollution Insp. 495080	1/1/79	10,235.40	12,209.40
	1/1/80	10,747.17	12,819.87
	7/1/80	11,941.30	14,244.30
	1/1/81	12,538.36	14,956.51
Asst. Chief Electrical Inspector 160040	1/1/79	11,627.70	14,133.00
	1/1/80	12,209.08	14,839.65
	7/1/80	13,565.64	16,488.50
	1/1/81	14,243.92	17,312.92