Agreement

Between

THE CITY OF UNION CITY

And

UNION CITY EMPLOYEES' ASSOCIATION

January 1, 2016 through December 31, 2020

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PREAMBLE

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This Agreement is entered into between the City of Union City, (hereinafter referred to as the "Employer") and the Union City Employees' Association (hereinafter referred to as the "Association"), by reason of the fact that said parties have as their purpose the promotion of harmonious relations between the Employer and the Association and the establishment of an equitable and peaceful procedure for the resolution of any differences or grievances which may occur.

ARTICLE I RECOGNITION

A. The Employer recognizes the Association as the sole and exclusive bargaining agent for the following employees who are included in the collective negotiations unit: All full-time and part-time blue collar employees and white collar employees employed by the City of Union City, including all employees holding permanent, provisional or temporary Civil Service status.

B. The following employees are excluded from the collective negotiations unit: Assessor, Deputy Assessor, Tax Collector, Purchasing Agent, Supervisor of Accounts, Senior Citizen Director, Private Secretaries to the Directors, City Clerk, Corporation Counsel and Attorneys, Judges, Public Defenders, Municipal Tenants' Advocacy Attorney, Municipal Prosecutor, Municipal Court Administrator, Deputy Directors, Administrative Aides, Health Officer, Director of Welfare, Construction Code Official. Legal Assistants pursuant to N.J.S.A. 11:22-2(k). School Traffic Guards, Public Health Physician, Police and Fire Surgeon, Student Assistant under Work Study Program, Chaplains, Emergency Management Coordinator, Treasurer, Public Health Nurses, Graduate Public Health Nurses. Safe and Clean Neighborhood Coordinator Part-time Seasonal Recreation Leader Director of Recycling Program, Recycling Coordinator and Aide to Mayor. Also all unclassified employees, all employees hired after January 1, 2008 as plumbing, electrical and fire sub-code officials, all managerial executives, confidential employees, supervisors within the meaning of the New Jersey Employer-Employee Relations Act. N.J.S.A. 34:13A-1 et seq.

C. Anything herein contained to the contrary notwithstanding, the unit does not represent or negotiate for uniformed police and fire personnel or superiors, including any active uniformed police and fire personnel who is serving in a second civilian title, within the meaning of the Act or for any of the above mentioned employees who are excluded from this Unit.

D. As used herein, "Current Employees" refers to all employees, full-time, part-time, and temporary, who were employed by the City of Union City on October 28, 2013. "New Employees" refers to employees who became employees of the City of Union City after October 28, 2013.

ARTICLE II HOURS OF WORK

A. Except as described below for New Employees, the regular hours of work each day shall be from 9:00 a.m. to 4:00 p.m., and for the balance of this Article shall be construed to include a one hour lunch period, a departmental personnel time schedule is annexed hereto for each of the five departments because of the differences in work schedules within each department.

B. The regular work week for Current Employees shall consist of the present standard hours of work now in effect of 9:00 a.m. to 4:00 p.m., Monday through Friday, inclusive, except for those employees engaged in shift and continuous operations as listed on the attached departmental personnel time schedules.

C. The regular work week for New Employees who participate in the State pension program shall consist of 32 hours per week such that their hours of work shall be either from 9:00 a.m. to 4:30 p.m., or 8:30 a.m. to 4:00 p.m., at the discretion of the department head, Monday through Thursday, inclusive, and from 9:00 a.m. to 4:00 p.m. on Friday, except for those employees engaged in shift and continuous operations as listed on the attached departmental personnel time schedules. New Employees' pay shall be adjusted to reflect the additional two (2) hours work over the standard work week.

D. Except in emergency situations work schedules shall not be changed unless the proposed change is negotiated with and accepted by the Association. All hours of work shall be in accordance with the mutual agreement of the Association and the Employer.

- E. Effective on the date of execution of this Agreement any new employee hired in the Department of Public Works or the Department of Parks and Public Property may be assigned or reassigned a new work schedule from time to time at the discretion of the respective Department Director or their designee.
- F. (i), Any employee subject to this Agreement, who is late for work, will be docked wages equal to the arrival time recorded.
- (ii) In the event an employee subject to this Agreement is late for work less than one full hour, that employee may be docked for the period of time he/she is late for work and will resume their duties that day.

ALL DEPARTMENTS EXCEPT AS NOTED SEPARATELY

Work Days: Monday-Friday

30 Hour Employees 9:00 AM- 4:00 PM

32 Hour Employees 8:30 AM - 4:00 PM Monday - Thursday or Monday - Thursday 9:00 AM - 4:30 PM 9:00 AM - 4:00 PM Fridays

JOB TITLE

Clerk 1

Clerk 2

Clerk 3

Public Health Investigator

Registrar of Vital Statistics

Keyboarding Clerk I

Administrative Clerk

Payroll Supervisor

Municipal Court

Clerk I

9:00 a.m. - 4:00 p.m.; or 9:00 a.m. - 4:00 p.m.

and Wednesdays 5:00 p.m.- 12:00 a.m.

Cashier

9:00 a.m. - 4:00 p.m.

Municipal Court

9:00 a.m. - 4:00 p.m. and Wednesdays

Administrator

5:00 p.m. - 12:00 a.m.

Deputy Municipal

9:00 a.m. - 4:00 p.m. and Wednesdays

Court Administrator 5:00 p.m. - 12:00 a.m.

Keyboarding Clerk 2 9:00 a.m. - 4:00 p.m. and Wednesdays

5:00 p.m. - 12:00 a.m.

Department of Parks and Public Property Personnel Department Time Schedule

Work Days

Job Title

Monday - Sunday*

Maintenance Worker I.

9:00 a.m. - 4:00 p.m.; or

Grounds

3:00 p.m. - 11:00 p.m.

Laborer 1

7:00 a.m. - 3:00 p.m.; or

7:00 a.m. - 1:00 p.m.

(part-time)

Building Maintenance

7:00 a.m. - 3:00 p.m.; 9:00 a.m. - 4:00 p.m.; or

3:00 p.m. - 11:00 p.m.

Truck Driver

Worker

7:00 a.m. - 3:00 p.m.; or

7:00 a.m. - 1:00 p.m.

(part-time)

Clerk I, Bilingual in

9:00 a.m. - 4:00 p.m.

Spanish and English

Recreation Leader

9:00 a.m. - 4:00 p.m.; or

8:00 a.m. - 3:00 p.m.

(6 hour day)

<u>Department of Public Safety</u> <u>Personnel Department Time Schedules</u>

Job Title

Work Days

Monday - Sunday

Police Department Civilian Personnel

Public Safety Telecomunicator

8:00 a.m. - 4:00 p.m.;

Public Safety Telecomunicator

4:00 p.m. - 12:00 a.m.; 12:00 a.m. - 8:00 a.m.

Trainee****

(33.6 hour work week)

Non-Police Department Personnel

Mechanic*

7:00 a.m. - 3:00 p.m.

(Any mechanic hired after the date of the ratification of this contract, will be subject to working a day on the weekends in lieu of a week day.)

- * Except, as necessary, employees may be called upon to work weekends and evenings within their regular work week hours.
- **Working Wednesday through Friday 11:00 a.m. 6:00 p.m.; Saturday and Sunday 7:00 a.m. 12:00 Noon; 4:00 p.m. 6:00 p.m.; Monday and Tuesday off.
- *** Working Monday, Tuesday, Thursday, and Friday 8:00a.m. 4:00p.m.
- **** Public Safety Telecommunicators and Public Safety Telecommunicator Trainees are scheduled at the discretion of the Director of the Department of Public Safety, and subject to change with 48 hours' notice. Holiday pay will be given twice yearly, seven days payable at the second pay period in July and 8 days payable at the second pay period in December. Additionally:
 - 1. No personal or vacation days will be granted to Public Safety Telecommunicators and Public Safety Telecommunicator Trainees for Thanksgiving, Christmas, New Year's Eve or New Year's Day, unless an internal change with another employee(s) with prior approval of the Director of the Department of the Public Safety.
 - Public Safety Telecommunicators and Public Safety
 Telecommunicator Trainees must give thirty (30) days'
 notice to the Director of the Department of Public Safety
 with respect to vacation requests, following the same
 procedure as other employees.
 - 3. Public Safety Telecommunicators and Public Safety Telecommunicator Trainees must wear uniforms designated by the Director of the Department of Public Safety and receive compensation for same pursuant to the provisions of other uniformed employees.
 - 4. Except, as necessary, employees may be called upon to work weekends and evenings.

<u>Department of Public Works</u> <u>Personnel Department Time Schedules</u>

Work Dave

OT

and

Job Title	Monday - Sunday*
Cierk I	9:00 a.m 4:00 p.m.; 9:00 a.m 4:00 p.m.; Wednesdays 5:00 p.m 12:00 a.m.
Laborer I and Laborer II	7:00 a.m 3:00 p.m.; 3 Days off 9:00 a.m 4:00 p.m.; (35 hour work week)
Motor Broom Driver	7:00 a.m 3:00 p.m.
Truck Driver	7:00 a.m 3:00 p.m. (35 hour work week)

^{*} Except, as necessary, employees may be called upon to work weekends and evenings within their regular work week hours.

ARTICLE III OVERTIME PROCEDURE

- A. It is agreed by the parties that all employees shall be paid one and one-half times their hourly rate for all overtime worked, such payment to be compensated in the employee's next pay check succeeding the pay period in which earned.
- B. Any employee who is requested to and returns to work during periods other than the employee's regularly scheduled shift shall be paid the applicable overtime rate of one and one-half (1½) times the hourly rate for the employee, or at the employee's option, by compensatory time off.

- C. If overtime has accrued and employee is uncompensated by the date of the signing of this Agreement, said compensation shall be paid to said employee no later than the last day of the year accrued or credited as compensatory time off at the option of the employee.
- D. All employees subject to this Agreement shall have the option to elect compensatory time in lieu of overtime pay. Such election shall be made not less than three (3) calendar days prior to the date chosen. Such election must be made in writing to the immediate supervisor, at which time this election shall be binding upon the employee.
- E. All compensatory time must be used or lost within one (1) year of the date of accrual, with the exception that all compensatory time for each Current Employee accumulated on its date of adoption, prior to October 28, 2013 which accumulated time shall continue indefinitely.
- F. Under no circumstances will any employee be paid for unused compensatory time. All compensatory time must be taken as time off. This will not affect an employee's rights under Article III A above.

G. All compensatory time must be used before an employee leaves his or her employment with Union City; i.e., before retirement papers are submitted or before taking a lump-sum payment in connection with retirement. In no circumstances will an employee be paid for unused compensatory time.

ARTICLE IV MEAL PERIODS

- A.. All full-time employees shall have a lunch period of one (1) hour during each working shift.
- B. The lunch period shall be scheduled in approximately the middle of each shift or as close thereto as can be arranged.

- C. Employees shall not be paid for the lunch hour.
- D. All full-time employees are be entitled to two (2) 15 minute breaks; One in the mid-morning and one in the mid-afternoon.

ARTICLE V HOLIDAYS

A. The following days shall be recognized as paid holidays for all full-time and permanent part-time employees covered by this Agreement:

Lincoln's Birthday New Year's Day Memorial Day Good Friday Columbus Day Labor Day Thanksgiving Day Veteran's Day Christmas Eve (1½ day) Christmas Day Day after Thanksgiving Washington's Birthday New Year's Eve (1/2 day) Independence Day General Election (Nov.) Martin Luther King Day

- B. In addition to the above, each permanent full-time employee shall be entitled to six (6) personal days off per year.
 - (i) Any two (2) of the six (6) days provided for herein may be utilized in one-half (½) day increments should the employee so choose.
- C. In addition to the above, each permanent part-time employee shall be entitled to three (3) personal days off per year.
- D. When any holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday. Any employee (except as noted in Section E) having to work on the above days shall be compensated for that day at the rate of one and one-half ($1\frac{1}{2}$) times their hourly rate or received as compensatory time off at the option of the employee.

E. For the Department of Public Works and Department of Parks and Public Buildings personnel, the City may schedule alternate holidays in place of the day after Thanksgiving and any holiday (excluding Christmas) occurring or otherwise celebrated on a Monday. Any employee having to work on an alternate holiday shall be compensated for that day at the rate of one and one-half times their hourly rate or receive compensatory time off at the option of the employee.

ARTICLE VI SICK LEAVE

- A. Permanent full-time employees shall be entitled to the following periods of sick leave each year:
 - Up to the end of the first calendar year of employment, each permanent full-time employee shall be entitled to one (1) day of sick leave for each month worked. Sick time may be taken in one-half (½) day increments.
 - Each calendar year thereafter, in anticipation of continued employment, each permanent full-time employee shall be credited with fifteen (15) days of sick leave on January 1 of each year.
- B. Accrual of sick leave during periods of indefinite suspensions pending criminal investigations shall be at the discretion of the City.
- C. An employee who exhausts all paid sick days in any one year shall not be credited with additional paid sick leave until the beginning of the next calendar year.
- D. Any sick leave days not taken by employees in any one year shall accrue from year to year until retirement.
- E. The City may require proof of illness, such as a note from the employee's health care provider, when an employee takes five (5)

or more continuous sick days or demonstrates a pattern of taking sick leave. Employees will not be paid for any accrued but unused sick leave upon retirement, separation, or termination. The City reserves the right, at any time, to make home visitations during the employees working hours to follow-up on their sick leave. Any employee that calls in sick on or after a holiday may be required to produce a doctor's note upon request.

- F. Paid sick days shall not accrue during a leave of absence without pay taken in excess of the entitlement provided for in Article VII, subsection D.
- G. All part-time employees shall be entitled to the following periods of sick leave each year:
 - 1. Up to the end of the first calendar year of employment, each employee shall be entitled to one (1) day of sick leave for each month worked, up to a maximum of ten (10) days.
 - 2. Each calendar year thereafter, each employee shall be entitled to ten (10) days per year.

ARTICLE VII LEAVE OF ABSENCE

A. Funeral Leave

In the event of a death in an employee's immediate family, the employee shall be entitled to five (5) working days off. For purposes of this Article, "immediate family" shall be defined as follows: mother, father, son, daughter, child, step-child, sister, brother, husband, wife, spouse, civil union partners, grandparents, grand-children, aunt and uncle of employee or employee's spouse.

B. Military Leave

Any employee who is either drafted or called into the Armed Forces of the United States during a national emergency shall be given an automatic unpaid leave of absence. A military leave of absence shall not count against an employee's seniority.

C. Conventions

A maximum of six (6) employees, to be selected by the Association shall be entitled to time off with pay for attendance at Civil Service Conventions. The amount of time off for all employees shall not exceed a total of eighteen (18) working days per year.

D. Leave of Absence Without Pay

- After one (I) year of service an employee may request a leave of absence without pay which may be granted, based on required documentation submitted, by the City and which shall not exceed six (6) months. Additional leaves of absence shall be permitted at the discretion of the City, except that an employee shall be permitted a six (6) month leave of absence without pay following three (3) years of continuous City service uninterrupted by a leave of absence.
- 2. Any raise, including the increment which would normally become due to an employee which occurs when said employee is on an approved leave of absence; will be deemed to become effective upon the date when the employee returns to work, except that employees who take leaves of absence in excess of six (6) months in any one calendar year shall not be entitled to the raise or increment the employee would have been entitled to in that year. This provision shall not affect an employee's rights under the FMLA or FLA.

E. Jury or Witness Duty

An Employee who is called to serve on any jury, or any Employee who is subpoenaed to give testimony, shall be entitled to paid leave during the duration of the Employee's jury service or testimony. Any Employee receiving a notice to appear for jury duty or subpoena to give testimony must present the notice or subpoena to his or her Immediate Supervisor as soon as reasonably feasible.

F. Family Leave

Nothing contained herein shall affect an employee's rights under either the New Jersey Family Leave Act or the Federal Family and Medical Leave Act.

ARTICLE VIII OVERTIME - SENIORITY

A. The purpose of this paragraph is to equalize overtime among employees in a given office of a department. Overtime for work scheduled beyond the regularly scheduled shift will be offered to permanent and provisional full-time employees of each office in a given department or to the Public Works Department or the Parks Department at large, based upon a rotating seniority overtime roster ("roster"). Seniority will be defined pursuant to Article XIV, Section A.

B. There may be circumstances under which an office or department, as applicable, because of special skills or other attributes of a particular employee, deems it in the best interest of the City to bypass an employee or employees on the seniority list. It is understood that said bypassed employee will be placed first on the roster for the next overtime assignment. In the event it becomes necessary to contact an employee at home for overtime work, and said employee is unavailable, the office or department will contact the next employee on the roster.

C. A record of overtime hours worked by each employee shall be accessible to the Union Representative at reasonable times.

ARTICLE IX VACATION

A. All permanent full-time employees employed by the City as of October 28, 2013, shall be entitled to the following periods of vacation leave:

- 1. Up to the end of the first calendar year, each employee shall be entitled to one (1) vacation day for each month worked.
- 2. Employees with one (1) to five (5) years (inclusive) service shall be entitled to fifteen (15) vacation days per year.
- 3. Employees with six (6) to ten (10) years (inclusive) service shall be entitled to twenty (20) vacation days per year.
- 4. Employees with eleven (11) years of service or more shall be entitled to twenty-five (25) vacation days per year.
- B. All permanent full-time employees hired by the City after October 28, 2013, shall be entitled to the following vacation periods:
 - 1. Up to the end of the first calendar year, each employee shall be entitled to one (1) vacation day for each month worked.
 - 2. Employees with one (1) to five (5) years (inclusive) service shall be entitled to twelve (12) vacation days per year.
 - 3. Employees with six (6) to twelve (12) years (inclusive) service shall be entitled to fifteen (15) vacation days per year.
 - 4. Employees with thirteen (13) to eighteen (18) years (inclusive) service shall be entitled to twenty (20) vacation days per year.
 - 5. Employees with nineteen (19) years of service or more shall be entitled to twenty-five (25) vacation days per year.

- C. For the purpose of this Article, "vacation days" are working days, and employees entitled to "vacation days" are entitled to that amount of working days off. An employee's vacation leave allowance is determined as of his years of service on January 2 of each calendar year.
- D. All employees requesting vacation time must notify their Supervisor of their proposed vacation dates thirty (30) calendar days prior to the time for said vacation; and provided there is no conflict with regard to an employee of the same classification in performing duties in the same department, in the request of vacation the employee's Supervisor shall within fifteen (15) days of receipt of the written request approve such vacation in writing. In the event written approval is not received by the employee within fifteen (15) days, it shall be deemed approved.
- E. Each employee shall have his choice of vacation according to seniority, and in no case would the running time for vacation be less than two (2) weeks unless he or she so desires. All vacation time shall be based upon the amount of time employed as of the first day of the current year.
- F. For all permanent part-time employees, temporary employees, and provisional employees, vacation leave shall be as follows:
 - 1. Up to the end of the first calendar year of employment, each permanent part-time employee, temporary employee, and provisional employee shall be entitled to one (1) vacation day for each month worked, not to exceed five (5) vacation days.
 - 2. After one (1) full year of service, each permanent part-time employee, temporary employee, and provisional employee, with the exception of EMTs, shall be entitled to ten (10) days' vacation per year.
 - 3. An employee's vacation leave is determined as of January 2 of each calendar year based upon

completed years of service. An employee's service as a temporary, provisional, or in other non-permanent status shall accrue and shall constitute credit for the employee when determining years of service pursuant to this Article.

- G. Vacation leave not used in a current year shall be used not later than the next succeeding year only and shall be scheduled by employee to avoid loss of leave. An employee will not lose vacation days where a request for vacation made pursuant to the terms of this Agreement is denied by the City. Loss of vacation leave does not apply to vacation leave requests by employee not approved by the City.
- H. Paid vacation days shall not accrue during a leave of absence without pay.

ARTICLE X PENSION

A. Employees shall receive pension and retirement benefits pursuant to the Provisions of State Law and Local Ordinances.

ARTICLE XI DISCIPLINE

- A. Disciplinary measures which may be taken against an employee shall include the following:
 - 1. Oral or written reprimand
 - 2. Reduction in job classification
 - 3. Suspension
 - 4. Discharge

B. Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

C. If the employer has reason to reprimand an employee, the said reprimand shall be done in a manner that will not embarrass the employee before other employees or the public.

ARTICLE XII MAJOR DISCIPLINE AND/OR DISCHARGE

In the case of any major disciplinary action, the employee must sign a disciplinary action form acknowledging the action taken.

A. The Employer shall not impose major discipline as is defined in Civil Service Regulations. The Employer shall comply with Civil Service Commission Regulations and shall give the Association five (5) working days' notice of its intention for a hearing to impose major discipline or discharge any employee.. The five (5) days' notice shall appear on the Preliminary Notice of Disciplinary Action (PNDA) which is served on the employee During the five (5) day notice period, the parties or their representatives may meet in an attempt to resolve the matter, if possible. If major discipline and/or a discharge take place, the Association and the individual to be discharged shall be given the reasons for the discharge or other major discipline, in writing, and the grievance procedure may then be invoked.

B. The Association shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure, including any arbitration which may be required.

ARTICLE XIII GRIEVANCES AND MINOR DISCIPLINARY ACTIONS

Any grievance relating to terms and conditions of employment regarding working conditions of an employee, including administrative decisions affecting them and minor disciplinary actions involving suspensions of five (5) days or less, fines, demotions, and other disciplinary actions not covered by the New Jersey Civil Service Commission shall be handled in the manner set forth below and at all stages of the grievance procedure or disciplinary procedure, the employee may elect to be represented by the Union or to represent himself or herself.

GRIEVANCES

Step One:

Effective immediately all grievances will first be discussed with the Union President and Mayor of the City of Union City, or their representatives, prior to either party taking any action. In the event both parties cannot achieve a solution of the issue at hand, grievance procedures as provided for in this contract will be followed.

Step Two:

The Employee or the Association may file a written statement of the grievance with the Department Head within thirty (30) days of the occurrence of the grievance. The Department Head may schedule a hearing between the parties to take place no later than thirty (30) days after receipt of the grievance.

The Department Head or his designee shall render a written determination on the grievance including his findings and conclusions, within twenty (20) work days of receipt of the grievance.

Step Three:

If the decision of the Department Head is not satisfactory to the employee or the Association, the employee or the Association shall have the right to submit such grievances to an arbitrator appointed by the parties from the arbitration panel maintained by the Public Employment Relations Commission of the State of New Jersey. The employee or the Association must deliver written notice of its decision to file such an appeal to the Department Head or designee within twenty (20) work days of the receipt by the employee and the Association of the Department Head's decision. Under no circumstances may an employee be suspended without pay prior to hearing should a hearing be requested by the Association.

The Arbitrator(s) shall have full power to hear the grievance and make a final decision, which decision shall neither modify, add to nor subtract from the terms of this Agreement and the referenced policies.

The decision shall be timely rendered after completion of the hearing, and shall be binding on both parties.

The time limits expressed herein may be waived or extended only by mutual agreement of the parties in writing.

The cost of the arbitrator(s) and his (their) expenses shall be borne equally by both parties, unless otherwise provided by law. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

ARTICLE XIII (cont') MINOR DISCIPLINARY ACTIONS

In the case of any minor disciplinary action, the employee must sign a disciplinary action form acknowledging the action taken.

Step One:

All disciplinary actions will first be discussed with the Union President and Mayor of the City of Union City, or their representatives, prior to either party taking any action. In the event both parties cannot achieve a resolution of the issue at hand, disciplinary procedures as provided for in this contract will be followed.

Step Two:

The Employer may initiate a minor disciplinary action with a written statement of the charges served upon the employee, and at the request of the employee within ten (10) days of receipt of same, may schedule a hearing between the parties, such hearing to take place not later than ten (10) work days after employee's request for same.

The Department Head or his designee shall render a written determination on the charges including his findings and conclusions, no later than twenty (20) work days of the hearing on the charges.

Step Three:

If the decision of the Department Head is not satisfactory to the employee or the Association, the employee or the Association shall have the right to submit his or her appeal to an arbitrator appointed by the parties from the arbitration panel maintained by the Public Employment Relations Commission of the State of New Jersey. The employee or the Association must deliver written notice of its decision to file such appeal to the Department Head within twenty (20) work days of the receipt by the employee and the Union of the Department Head or his designee's decision.

The Arbitrator(s) shall have full power to hear the appeal and make a final decision, which decision shall neither modify, add to, nor subtract from the terms of this Agreement and the referenced policies.

The decision shall be timely rendered after completion of the appeal hearing, and shall be binding on both parties.

The time limits expressed herein may be waived or extended only by mutual agreement of the parties in writing.

The cost of the arbitrator(s) and his (their) expense shall be borne equally by both parties, unless otherwise provided by law. Any other expenses including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

ARTICLE XIV SENIORITY

A. Seniority is defined as the employee's total length of service with the City beginning on his Permanent date of hiring.

B. If a question arises concerning two (2) or more employees who are hired on the same date, seniority preference among such employees shall be determined by the order in which said employees hired subsequent to the effective date of this Agreement, preference shall be given in alphabetical order of the employee's last name.

- C. When Civil Service rules are in effect, Civil Service rules shall apply in cases of layoffs, and recall. If Civil Service rules are not in effect, layoffs, recall and vacation schedules shall be based on seniority.
- D. When the City seeks to fill a full time vacant position in which a permanent part-time employee is eligible for the position, the City shall fill the position with one (1) of the three (3) most senior permanent part-time employees who qualifies for the position. This provision shall not apply with regard to those positions which must be filled pursuant to a Civil Service Certified Eligibility List. This provision shall not be construed as giving any part-time employee priority over a full-time employee. Those part-time employees in a top 3 position who are not chosen for the immediately preceding full time position shall have priority over all other part time employees for the next available full time position. This procedure shall be coordinated with the Union.

ARTICLE XV UNION REPRESENTATIVES

- A. The Employer shall recognize and deal with those Association representatives and Grievance Committee members as are designated by the Association through its internal rules and regulations.
- B. In any event, the Grievance Committee shall not exceed six (6) members.

ARTICLE XVI MANAGEMENT RIGHTS

A. The City shall retain and reserve, 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 the right to maintain and control its facilities and to hire, promote, transfer, discipline or discharge an employee for just cause.

- B. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of polices, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under NJSA.40: and 40A, or any other national, state, county, or local laws or regulations.

ARTICLE XVII SAFETY AND HEALTH

The Employer shall at all times maintain healthful working conditions. The Employer shall provide any tools necessary in order to ensure the safety and health of the employees based on the Local, State and Federal Laws.

ARTICLE XVIII EQUAL TREATMENT

The parties agree that there shall be no favoritism or discrimination by reasons of age, sex, nationality, religion, marital status, civil union, political affiliation, or participation in Association activities.

ARTICLE XIX INSURANCE

A. Health Benefits

 Permanent full-time employees, employed by the City as of the date this CBA is ratified, enrolled in the any plan, shall pay \$15.00 co-pay for health benefits.

B. Prescription Benefits

 Permanent full-time employees employed by the City as of the date this CBA is ratified shall pay a prescription co-pay of \$15.00 for brand name pharmaceuticals and \$5.00 for generic pharmaceuticals.

C. Retirement Benefits:

As of the effective date of retirement, any permanent full-time employee employed with the City, as of the date of ratification of this CBA, having twenty-five (25) years of service with the City, or who has reached sixty-two (62) years of age or older and has fifteen (15) years or more of service with the City shall be entitled to a fully paid Major Medical and Prescription program for life.

As of the effective date of retirement, any permanent full-time employee employed with the City, on or before October 28, 2013, having twenty-five (25) years of service with the City, or who has reached sixty-five (65) years of age or older and has fifteen (15) years or more of service with the City shall be entitled to a fully paid Major Medical and Prescription program for life, subject to statutory contribution rates.

ARTICLE XX WAGES

A. Employees covered under this Agreement shall receive annual salary or wage increases on the base salary, as applicable, listed in Section B below.

B. Salary or Wage Increases over Pensionable Income or Wage:

1. PERMANENT FULL-TIME EMPLOYEES

January 1, 2016	<u>Increase</u>
\$0 - \$40,000	\$ 1,500
\$40,001 - \$80,000	\$ 1,000
\$80,001 and up	\$ 500

January 1, 2017	\$ 1,000
January 1, 2018	\$ 1,000
January 1, 2019	\$ 1,000
January 1, 2020	\$ 1,000

- a. Retroactive Pay ("Retro Pay"), shall be paid within 60 days of the ratification of this contract.
- 2. For the year 2016 the City's permanent part-time employees will be increased to \$10 per hour and part-time employees currently earning over \$9 per hour will received a one (\$1) per hour increase.

All City permanent part-time employees will receive wage increases as follows or the years 2017 through 2020:

Effective Date	Increase
January 1, 2017	\$.50 per hour
January 1, 2018	\$.50 per hour
January 1, 2019	\$.50 per hour
January 1, 2020	\$.50 per hour

C. The new wage rate(s) will be paid to all eligible employees within sixty (60) days of the date this Agreement is ratified.

ARTICLE XXI LONGEVITY

Employees receiving longevity based on years of continuous service will receive a two percent (2%) increase above their current longevity rate, effective January 1, 2017 and will remain at that rate for the duration of their employment. Longevity is frozen at the January 1, 2017 rate and will not be given to any new hire. In no instance will an employee receive longevity in excess of 21%. All employees hired on or after October 28, 2013 will not receive longevity.

January 1, 2017 final longevity rates (which include the 2% increase) are as follows:

Existing employees Years of Service	Percent Increase Over Base Salary
0-3	0%
4-7	5%
8-12	9%
13-17	12%
18-21	16%
22-25	19%
26 and over	21%

Payments made to an employee pursuant to this Article shall be based upon the employee's anniversary date of appointment.

ARTICLE XXII TERMINAL LEAVE AND RETTREMENT COMPENSATION

Terminal Leave

- (i) A permanent full-time employee who was employed by the City prior to the date this Agreement was ratified is entitled to terminal leave computed at the rate of seven and one-half (7½) working days for each year of service provided that in that year of service, the employee has used no more than five (5) sick days. For each sick day used in excess of five (5), (exclusive of days when an employee is hospitalized and recovering which shall not be counted), the Terminal Leave benefit shall be reduced by one half (½) day so that employees using twenty (20) sick days in a calendar year will not be entitled to any terminal leave credit for that year.
- (ii) A permanent full-time employee who was employed by the City as of October 28, 2013 ("New Employee") is entitled to terminal leave computed at the rate of five (5) working days for each year of service provided that in that year of service, the em-

ployee has used no more than five (5) sick days. For each sick day used in excess of five (5), (exclusive of days when an employee is hospitalized and recovering which shall not be counted), the Terminal Leave benefit shall be reduced by one half (1/2) day so that employees using fifteen (15) sick days in a calendar year will not be entitled to any terminal leave credit for that year. Payments made pursuant to this section for New Employees, as defined herein, shall be capped at fifteen thousand dollars (\$15,000.00).

ARTICLE XXIII SPECIAL ALLOWANCES

- A. All employees who are directed to and use their personal automobile to perform services connected with their employment for the City of Union City shall be compensated at a rate of one hundred fifty dollars (\$150) per month at the end of each month.
- B. Any employee whose duties necessitate travel expenses, the costs of such expenses shall be done by the employer, City of Union City.

ARTICLE XXIV JOB CLASSIFICATION

- A. In the event an employee incurs an injury during the performance of his duties, he shall be entitled and permitted to perform light duty until he is fully recovered and able to resume his normal duties.
- B. Any employee performing light duty as a result of an injury incurred during the performance of his job shall continue to receive his regular pay while performing light duty and until he is fully recovered.
- C. Any employee injured during the performance of his duty shall not be charged with sick time, vacation, or personal time for time lost as the result of that injury.
- D. In the event an employee is reclassified in a job title through the New Jersey Civil Service Commission, that employee shall maintain his or her previously existing wage level.

ARTICLE XXV CLOTHING ALLOWANCE

DPW, Parks, and Public Safety employees hired on or before October 28, 2013, whose job duties require that a uniform be worn, shall be issued an annual clothing allowance on the first pay period of June of each year, in the amount of eight hundred fifty dollars (\$850.00).

DPW, Parks, and Public Safety employees hired after October 28, 2013 will be issued a clothing allowance of \$500 initially, and then \$480 per year thereafter. Employees hired after the ratification of this Agreement will be given an allowance of \$450 per year.

All clothing allowances will be paid the first pay period of June of each fiscal year.

ARTICLE XXVI SALARY INCREMENT PROGRAM

- A. Upon promotion, an employee shall be entitled to the minimum salary of the higher classification to which he/she have been promoted and an additional one thousand dollars \$1,000 added to base salary.
- B. If a permanent full-time employee takes a provisional or unclassified title at the same salary level, that employee shall be entitled to receive the increment which he or she would have received under the permanent title. If said employee's provisional title is at a salary greater than the maximum salary range of his permanent title, however, he or she is not entitled to any incremental increase. If a permanent full-time employee should resume his or her permanent title, he or she shall be entitled to receive the wage increase which he or she would have received under the permanent title. As of the date this Agreement is ratified, salary increments will no longer be given.

ARTICLE XXVII PROVISIONAL AND/OR TEMPORARY EMPLOYEES

- A. For the purposes of interpreting this Agreement, provisional and/or temporary status shall be as defined pursuant to Civil Service Rules and Regulations.
- B. All employees within the scope of the Bargaining Unit hired by the City of Union City shall be represented by the Union City Employees' Association and the said Association shall be the sole and exclusive bargaining agent for those employees for the purposes set out in Article I of the within Agreement.
- C. Provisional and/or temporary employees hired by the City of Union City shall be eligible to receive only those salary adjustments and other benefits as are specifically provided for in this Agreement, and only in the amounts stated herein.

ARTICLE XXVIII MATERNITY/FRATERNITY

- A. Nothing contained in this section shall affect an employee's rights under the New Jersey Family Leave Act or the Federal Family Medical and Leave Act.
- B. A permanent employee may use accrued leave time (for example, sick, vacation, personal) for pregnancy-disability purposes but shall not be required to exhaust accrued paid leave before taking a leave without pay.
- C. Child care leave may be granted under the same terms and conditions as all other leaves on unpaid status. Nothing contained in this section shall affect an employee's rights under the New Jersey Family Leave Act or Federal Family and Medical Leave Act.

ARTICLE XXIX LAYOFFS

The parties agree that in the event economic conditions require a layoff of personnel, no permanent employees covered by this Agreement shall be severed from service prior to release of all temporaries, seasonal, provisional and probationary employees.

ARTICLE XXX WORK INCURRED INJURY OR ILLNESS

A. Where an employee covered under this Agreement suffers a work-related injury or disability subsequent October 28, 2013, the City shall continue such employee at full pay, during the continuance of such employee's inability to work, for a period of up to 9 months. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the City.

1. Where an employee covered under this Agreement suffered a work-related injury or disability prior to October 28, 2013, the City shall continue such employee at full pay, during the continuance of such employee's inability to work, for a period of up to 12 months. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the City.

- 2. The City agrees to make all reasonable efforts to place an injured employee into a position for which the employee is qualified and is medically cleared to perform, if there is an open position. The City is under no obligation to create a position for such injured employees. An injured employee shall not have "bumping rights" into such other positions.
 - i. The employee shall be required to present evidence by a certificate of a responsible physician that he/she is unable to work and,

- the City may reasonably require the said employee to present such certificates from time to time.
- ii. In the event the employee contends that he/she is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the City of its insurance carrier, then the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.
- B. For the purposes of this Article, injury or illness incurred while the employee is attending a City sanctioned training program, shall be considered in the line of duty.
- C. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing Court.
- D. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties and shall be consistent with the Workers' Compensation Laws of The State of New Jersey.
- E. In the event a dispute arises, it is hereto agreed upon, that the employee may use any and all accrued leave time (sick, vacation, personal) if that employee is unable to work, until a decision is rendered in accordance with the above-mentioned provisions.

F. If the employee obtains a judgment in his favor, the accrued leave time (sick, vacation, personal) that the employee used, shall be restored, and the above-mentioned provisions would apply. If the City obtains a judgment in its favor, the accrued leave time (sick, vacation, personal) would not be restored to that employee.

ARTICLE XXXI MAINTENANCE OF STANDARDS

A. The parties agree that all benefits, rights, duties, obligations, and conditions of employment relating to the status of the employees of the Association, which benefits, rights, duties, obligations, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained in not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

B. Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations, and conditions of employment applicable to any employee pursuant to any rules, regulations, instruction, directive, memorandum, statute, or otherwise shall not be limited, restricted, impaired, removed or abolished.

ARTICLE XXXII DUES DEDUCTION AND FAIR REPRESENTATION FEE

A. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement, the City agrees to deduct on a semi-annual basis (the third pay in July and December of each year) membership dues and initiation fees where applicable, in such amounts as shall be fixed pursuant to the By-Laws and Constitution of the Association during the full term of this Agreement any extension or renewal thereof. The City shall promptly remit any and all amounts so deducted with a list of changes to the Secretary-Treasurer of the Association.

- B. Any changes in dues will be certified in writing by the President of the Association, and his/her designee, and the amount shall be uniform for all members.
- C. No deductions will be made in which there is insufficient pay available to cover the same after all other deductions required by law have been made.
- D. The City will notify on the first day of each month the Secretary-Treasurer of the Association, of the hiring of all employees, their address, bill-date, classification, rate of pay, and social security number. The City will similarly notify the Secretary-Treasurer of the Association of all employees who are terminated from the City's payroll.
- E. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five percent, (85%) of the regular Association membership dues, fees, and assessments as certified to the employer by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees, and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of this Agreement, provided the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Association and the Employer.
- F. The Association agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any

matter resulting from action taken by the City at the request of the Association under this Article.

- G. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the Association, less the cost of benefits financed through the dues available only to members of the Association, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments.
- H. The sum representing the fair share shall not reflect the cost of financial support of political causes or candidates except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration and to secure for the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the City.
- I. Prior to January 1 and July 31 of each year, the Association shall provide advance written notice to the Public Employment Relations Commission, the City and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.
- J. The Association shall establish and maintain a procedure whereby an employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the City or require the City to take any action other than to hold the fee in escrow pending resolution of the appeal.
- K. The Association shall indemnify, defend, and save the City harmless against any 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 or the fair share assessment information as furnished by the Association to the City, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

L. Membership in the Association is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he/she has received equal benefits. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of this Agreement have been made for all employees in the bargaining unit, and not only for members in the Association, and this Agreement has been executed by the City upon its satisfaction that the Association is a proper majority representative.

ARTICLE XXXIII EDUCATION INCENTIVE

A. 1. The City recognizes the need for the educational advancement of its employees; therefore, employees hired before October 28, 2013 who have earned an Associates' Degree in Arts or Sciences on or after January 1, 1990 from an accredited institution of higher learning shall receive an additional five hundred dollars (\$500) in the form of an annual payment.

- 2. Employees who were hired on or after October 28, 2013 and have earned an Associates' Degree in Arts or Sciences from an accredited institution of higher learning shall receive a one-time payment of \$500.
- B. 1. Employees hired before October 28, 2013 who, on or after January 1, 1990, have earned a Bachelor's Degree in Arts and Sciences from an accredited institution of higher learning shall receive an additional one thousand dollars (\$1,000) in the form of an annual payment.
- 2. Employees who were hired on or after October 28, 2013, have earned a Bachelor's Degree in Arts and Sciences from an accredited institution of higher learning shall receive a one-time payment of \$1,000.
- C. Any employee, on or after January 1, 1990, furthering their education in an accredited institution of higher learning, and

is enrolled in a course, which course is a job-related area of study, shall be paid annually five dollars (\$5.00) for each credit earned in addition to their base salary, provided he/she is not encompassed within paragraphs A or B above.

D. Any employee hired upon ratification of this Agreement, furthering their education in an accredited institution of higher learning, receiving a master's degree will receive a onetime payment of \$1,000.

ARTICLE XXXÍV DRUG TESTING

The Drug Testing Policy and Procedure as set forth in the future ordinance to be passed by the City and will be added to the Agreement as Appendix A. It is understood that any reference to police will be appropriately revised to pertain to the employees represented by this Agreement.

ARTICLE XXXV SALARY RANGES

All full-time permanent employees will receive the salary increases as set forth in Article XX of this Agreement. The minimum salary for all permanent full-time employees shall be as set forth in the City ordinance in effect at the date of the signing of this Agreement.

All supervisors, as "supervisor" is defined under the Civil Service laws and regulations, effective as of the date this Agreement is ratified, shall receive a \$1.00 per hour stipend. The stipend shall not be retroactive and shall be paid going forward from the date this Agreement is ratified.

A. PUBLIC SAFETY TELECOMMUNICATORS

Public Safety Telecommunicators (PST's) shall be subject to salary ranges as follows:

- 1. Full-time employees- The minimum salary will be \$21,840.00 to \$78,889.00.
- 2. Part-time employees will be increased to \$12 per hour and part-time employees currently earning \$12 per hour will receive a one (\$1) per hour increase.

B. CLERKS

Clerks shall be subject to salary ranges as follows: Clerk I - The minimum salary is from \$20,000.00 to \$66,636.00. Clerk II - The minimum salary is \$22,492.00 to \$79,499.00. Clerk III - The minimum salary is \$24,492.00 to \$92,051.00

C. TRUCK DRIVERS

Truck Drivers shall receive a minimum salary of \$28,000.00 to \$83,685.00.

D. LABORERS

Laborer shall be subject to salary ranges as follows:
Laborer I- The minimum salary is from \$24,500.00 to \$75,319.00.
Laborer II- The minimum salary is \$26,500.00.
Laborer III- The minimum salary is \$28,500.00 to \$83,498.00.
All salary changes will be effective January 1, 2016.

ARTICLE XXXVI EMERGENCY MEDICAL TECHNICIANS

Emergency Medical Technicians (Work Schedules) 30 hour work weeks, floating hours to be determined by Emergency Medical Technician Supervisor; 32 hours per week after May 10, 2010 for new EMT's. Hours of operation 24/7.

- A. Emergency Medical Technicians should be subject to new salary ranges/rates as follows:
 - 1. Full-time employee's minimum salary is \$28,000 to \$79,499.00 effective January 1, 2016.
 - 2. Part-time employees will receive an hourly rate of \$16, effective January 1, 2016.
 - 3. All supervisors will receive a one \$1 per hour stipend. Not retroactive.
 - The EMS Chief and Deputy Chief will receive an additional one \$1 per hour stipend above supervisors.
- B. The EMS department will work 12 hour shifts/tours to follow work schedule above. A 12 hour shift/tour will equal to one (1) work day for the purpose of determination of sick, personal and vacation day entitlements.
- C. EMT's may be recalled at any time to maintain adequate coverage for the City. EMT's may be recalled in seniority order. As provided in Article IX herein.

- D. EMT's may be mandated to stay, due to lack of coverage, if needed, due to emergencies, and sick outs.
- E. All full-time EMT's will follow the contract requirements above for all City employees with regards to sick, personal and vacation days.
- F. All part-time EMTs shall accrue one (1) sick day and one (1) vacation day per quarter for their first year of employment, not to exceed five (5) sick and five (5) vacation. Sick and vacation days shall not accrue in any month where the EMT worked fewer than ninety-six (96) hours.

ARTICLE XXXVII SEVERABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members is held to be invalid by operation of law, by any court, or any other tribunal of competent jurisdiction, then such provision and/or application shall be deemed inoperative; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

ARTICLE XXXVIII FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such issues, whether or not covered by this Agreement, nor whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Agreement.

ARTICLE XXXIX **DURATION OF AGREEMENT**

A. This Agreement shall become effective January 1, 2016 and shall be in effect through December 31, 2020.

B. In the event a new agreement has not been entered into at the time of the expiration of this Agreement, the terms and provisions of this Agreement shall carryover and be binding on the parties until such time as a new agreement is negotiated and adopted by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers this 3rd day of November, 2016.

UNION CITY EMPLOYEES' ASSOCIATION CITY OF UNION CITY By: George Fierro Brian P. Stack Mayor President ATTEST:

Jose Gutierrez Vice-President Erin Knoedler

Deputy Clerk

Vice-President

ACKNOWLEDGMENT OF ACCEPTANCE AND INCORPORATION OF CONTRACT TERMS

WHEREAS, representatives of the City of Union City and the Union City Employees Association have negotiated a Collective Bargaining Agreement between the parties, which Agreement is effective January 1, 2016 through the period ending December 31, 2020; and

WHEREAS, the Union has through the required votes of its membership, consistent with its By-Laws, ratified the Agreement; and

WHEREAS, the City of Union City accepts the Agreement subject only to formal resolution by the Board of Commissioners, it is on this 3rd day November, 2016, agreed that the parties shall be bound by and subject to the terms and conditions contained herein.

UNION CITY EMPLOYEES' ASSOCIATION CITY OF UNION CITY -Ocergo Fierro Mayor President ATTEST: Jose Gutierrez

Erin Knoedler Deputy Clerk