

AGREEMENT

between

CITY OF NEWARK

ESSEX COUNTY, NEW JERSEY

and

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, LOCAL 2299 (INSPECTORS)**

JANUARY 1, 2017 through DECEMBER 31, 2022

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PREAMBLE

This agreement, made and entered into this 1st day of January, 2017, by and between the CITY OF NEWARK, IN THE COUNTY OF ESSEX, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "City") and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO; AFSCME NJ Council 63; and its affiliate LOCAL UNION No. 2299 (INSPECTORS), (hereinafter referred to as the "Union"), represents the complete and final understanding on all negotiable issues between the City and the Union and is designed to maintain and promote a harmonious relationship between the City and such of its employees who are covered by Article I, Recognition, in order that more efficient and progressive public service may be rendered.

ARTICLE I – RECOGNITION

In accordance with the "Certification of Representative" of the Public Employment Relations Commission dated April 15, 1971, (Docket No. RO - 102), the City recognizes the Union as the exclusive collective negotiations agent for all inspectors employed by the City of Newark but excluding engineering specifications, inspectors, purchasing inspectors, office clerical, craft and professional employees, policemen, managerial executives, department heads, deputy 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 the 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 of 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; 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;

2. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection herewith shall be limited only by the specific and express

terms hereof and in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE III – SENIORITY

A. Seniority is defined as the total length of service of an employee commencing with his latest date of hire in conformance with Civil Service Regulations.

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

C. In conformance with Civil Service and other applicable regulations, employees will be given preference in layoffs, recalls and vacation schedules, job and shift assignments.

D. An employee's continuous service shall be broken by voluntary resignation, discharge or 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 contained herein shall be construed as limiting the right of any employee having a grievance to discuss said grievance with a member of the supervisory staff and having the grievance adjusted without the intervention of the Union.

B. Definition: The term grievance as used herein is any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Union or the City,

C. Steps of the Grievance Procedure: The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement. The union may proceed through each step of this procedure even without a written response from any City official through Step Five, Arbitration. Any step of the grievance procedure may be waived by mutual consent.

Step One

a. A grievance must be filed within seven (7) working days from the date on which the act that is the subject of the grievance occurred or seven (7) working days from the date which the grievant should reasonably have known of its occurrence. Failure to act within said seven (7) working days shall constitute an abandonment of the grievance. The Supervisor shall render a decision within five (5) working days after receipt of the grievance. Unless otherwise extended by mutual agreement, a lack of response by the Supervisor within the prescribed time periods should be construed as a negative response and the grievance may be appealed to Step Two within seven (7) working days.

Step Two

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

The Division Head, or his representative, shall render a decision in writing within (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 twenty (20) working days, request arbitration of his/her representative. The arbitrator shall be chosen in accordance with the Rules of the Public Employment Relations Commission.
- 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 the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto or to add new provisions to this Agreement or any amendment or supplement thereto.
- d. The cost for the services of the arbitrator shall be shared equally between the City and the Union. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.
- e. The arbitrator shall set forth his findings of facts and reasons for making the award which shall be binding on the parties within thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.

D. City Grievances

Grievances initiated by the City shall be filed directly with the Union within 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 to arbitration.

ARTICLE V - UNION REPRESENTATIVES

A. Accredited representatives of the Union may enter the City facilities or premises for the purpose of observing working conditions or assisting in the adjustment of grievances with the permission of the City. When the Union requests 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 Steward may, act as a Union representative to process all grievances through the established procedure. Grievances at Step 1 shall be handled by the Local Union representative. The employee Union 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.

F. The amount of time devoted to Association business other than the processing grievances shall not exceed, in the aggregate, five (5) man days per month.

ARTICLE V (a) - WORK FORCE CHANGES

A. 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.

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

C. Candidates on an established promotional list shall be given preference in the filling of job openings in accordance with Civil Service procedures.

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

E. 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.

F. Temporary job opening 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 where the budget line has funds available. An employee assigned to a 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.

G. 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 his/her 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.

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

I. The City will notify the Union at least one (1) week prior to any decisions involving the consolidation or elimination of jobs and 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

Effective April 1986, Employees in this bargaining unit who work thirty five (35) hours per week will begin working forty (40) hours per week and will receive a fourteen percent (14%) salary adjustment.

A. Variances in the work week shall be permitted by the Director of the Department of Health and Community Wellness 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 and discuss same with the Union prior to their being instituted.

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

C. An employee called for emergency duty after he has left the premises will receive a minimum of four (4) hours of work at the rate of time and one half. In the event such time worked is continuous with his regular shift, he shall receive the time and one half rate only for those hours worked outside of the regular shift beyond forty (40) hours as noted in Article VII below.

Effective October 1, 1999, the City will provide a five (5) day notice to affected employees for any changes in work hours.

D. All employees shall be required to report their lateness to his/her respective supervisor no later than half-hour (a period of 30 minutes) prior to their scheduled starting time unless circumstances warrant an inability to notify. An employee who is late less than an aggregated eleven (11) minutes per week is not to be reduced in salary. In the event the employee is late more than twelve (12) minutes per week, the employee's salary shall be docked for the exact amount of time the employee was late.

ARTICLE VII – OVERTIME

A. DEFINITION OF OVERTIME

Authorized work performed in excess of the assigned normal daily or weekly working hours for each class of positions shall be considered overtime. 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 appropriate department head or his designee.

B. COMPENSATORY TIME OFF OR CASH PAYMENT FOR OVERTIME

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

Employees shall have the opportunity of requesting particular compensatory days off. Such requests shall be made 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. A 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.

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

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

b. Those employees who have worked over forty (40) hours in that work week exclusive of the holiday shall receive straight time for the holiday as such, plus double time (2 times) for all the time worked on the holiday.

D. Any paid leave time will be counted as time worked for the purpose of calculating overtime pay.

ARTICLE VIII - COMPENSATION^[1]

Unless specifically provided for under this Article, the current practice regarding step progression/advancement shall cease effective January 1, 2009. Members shall remain at their current step placement for the duration of this Agreement. Instead of advancing to the next step within the salary range each January 1, the increases, if any shall be reflected in each employee's current step.

Section A. 1:

Effective January 1, 2017, the 2016 base salary of all employees shall be increased by 0%.

^[1] Any and all retroactive payments will be made to those eligible active employees that are currently on the City's active payroll account as of the date of the disbursement of said funds.

Effective January 1, 2018, the 2017 base salary of all employees shall be increased by 0%, but there will be a one-time, non-pensionable stipend in the amount of one thousand dollars (\$1,000.00)

Effective January 1, 2019, the 2018 base salary of all employees shall be increased by 2%.

Effective January 1, 2020, the 2019 base salary of all current, active employees shall be increased by 2.5%.

Effective January 1, 2021, the 2020 base salary of all current, active employees shall be increased by 2%.

Effective January 1, 2022, the 2021 base salary of all employees shall be increased by 2%.

Upon expiration of the contract, no base salary adjustments or salary increases to the base will be made until a successor agreement is reached.

A. 2. All compensation procedures, promotions, increases and increment schedules shall be according to applicable and adopted ordinances.

A. 3. Longevity Benefits shall be granted to all employees covered by this Agreement in accordance with Ordinance 6S&Fba adopted November 2, 1966. Should an ordinance be adopted amending promotional compensation increases, then said provisions shall apply to employees covered in this Agreement. Said benefits are set forth in this Article.

A. 4. Effective 1/1/07 any Code Enforcement Officer functioning as a Supervising Code Enforcement Officer for a period of thirty (30) calendar days shall be entitled to a change in rate of pay at the next highest salary step above their current pay in the higher title's salary range.

B. All compensation procedures, promotion increases and increment schedules shall be according to applicable ordinances.

C. 1. Longevity Benefits shall be granted to all employees covered in this Agreement in accordance with Ordinance 6S&Fba adopted November 2, 1976 (as amended by Ordinance 6S&Fb adopted November 21, 1995).

C. 2. LONGEVITY PROGRAM

4% after 10 years of service				
6%	"	15	"	"
8%	"	20	"	"
10%	"	25	"	"
14%	"	30	"	"

C. 3. Effective January 1, 1990, longevity payments shall be made to each eligible employee covered by this Agreement in accordance with the schedule outlined above with the following changes: Beginning January 1, 1990, 14% after 30 years of service

- a. Should an ordinance be adopted amending promotional compensation increase then said provisions shall apply to employees covered in this Agreement.

D. For all purposes under this Article, longevity payments will be eliminated for any and all employees hired on or after January 1, 2014. Employees rehired through the Special Reemployment will be eligible for longevity payments provided that the original date of hire predates January 1, 2014.

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.

The employee must be in active pay status the day before the holiday and the day after a holiday in order to receive pay for said holiday. Based on active pay status, sick, personal and vacation shall be considered time worked.

ARTICLE X - VACATION LEAVE

A. NEW EMPLOYEES - FIRST YEAR OF SERVICE

1. Effective on date of signing, new employees covered in this Agreement shall be entitled to vacation leave with pay, based on their years of service and in accordance with N.J.S.A. 11:24A et seq. N.J.A.C. 4:1-17 et seq., and as provided in Section 2:24-65, Title 2 of the Revised Ordinances of the City of Newark, New Jersey, 2000, as follows:

New Employees (hired after November 1, 1989)

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

Employees Hired Prior To Signing

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

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

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

Twenty-five (25) working days vacation after the completion of twenty-five (25) years of service and thereafter.

For the purposes of efficient vacation scheduling and in accordance with the above schedule, an employee may be credited with vacation leave (in each appropriate calendar year) prior to the leave earned with the assumption that the employee will be employed for the full calendar year. However, an employee whose service is terminated or is placed on leave of absence

without pay prior to the end of the calendar year shall have all non-earned vacation leave deducted from his/her last paycheck. An employee who has been terminated shall be entitled to the vacation allowance of all accumulated time plus vacation days prorated for the current year based upon the number of months worked in the calendar year in which the termination or leave of absence without pay becomes effective. An employee whose service is terminated between the first (1st) and eighth (8th) day of the month shall not receive vacation credit for the month. An employee whose service is terminated between the ninth (9th) and twenty-third (23rd) day of the month shall receive one-half (1/2) months' vacation credit for the month. An employee hired on the twenty-fourth (24th) day of the month and thereafter shall receive one (1) months' vacation credit for the month.

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

3. Vacation Leave Due Upon Separation

a. An employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective 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 death.

ARTICLE XI - HEALTH & DEATH BENEFIT INSURANCE

Employees and their eligible dependents are provided medical, dental and prescription coverage. Effective August 1, 2017, the medical benefits will be provided by the State Health Benefits Program (herein referred to as the "SHBP"). Rules governing the operation and administration of the SHBP are promulgated by statute, specifically Title 17, Chapter 9 of the New Jersey Administrative Code P.L. 1961 c.49 (N.J.S.A. 52:14-17.25). SHBP may change benefits and/or benefit levels currently offered and the City has no input in or control over the SHBP so long as substantially similar benefits but no less than 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 benefit coverage for employees covered by this Agreement. Health benefits, at retirement, at retirement, shall match the coverage, co-pays and deductibles of the SHBP. Any employee with regularly scheduled hours below the threshold required by the Affordable Care Act will no longer be covered by employee health benefits.

During the lifetime of this agreement, the City shall provide Health Insurance, Dental Plan, and Prescription Plan to all eligible and enrolled employees, eligible and enrolled dependents and eligible and enrolled Civil Union partners as follows:

Employees who are hired Permanently shall serve a minimum of thirty (30) days of continuous service with the City to be eligible for health and medical insurance coverage in all instances. Employees who are hired Provisionally shall serve a minimum of ninety (90) days of continuous service with the City to be eligible for health and medical insurance coverage in all instances.

A. MEDICAL PLAN

The employee will be eligible for his choice of:

1. Horizon Traditional Plan (with \$250 per person Major Medical Deductible*); OR
2. Horizon Direct Access Plan; OR
3. Horizon Exclusive Provider Organization (EPO)

Eligible/Enrolled Dependent Children covered until 11:59 pm on the day before the 26th birthday occurs

**Effective June 1, 2009, the lifetime Major Medical maximum for Horizon Traditional Plan increased from \$1,000,000 to UNLIMITED for active employees.*

B. DENTAL PLAN

The employee will be eligible for his choice of:

1. Horizon Dental Choice Plan E (No annual maximum; no benefits provided if utilizing the services of an out-of-network provider); OR
2. Horizon Dental Option Plan (Open Panel 80/20 plan; \$1,000 annual maximum benefit); OR
3. Group Dental Health Administration (No annual maximum; no benefits provided if utilizing the services of an out-of-network provider; dependents covered until 11:59 pm on the day before the 26th birthday occurs)

Eligible/Enrolled Dependent Children covered until they reach their 19th birthday; or until they reach their 23rd birthday if a full-time student – proof required)

C. PRESCRIPTION PLAN

- The employee will be eligible for a Prescription Drug Plan (with \$10 co-pay for “Brand” drugs and \$5 co-pay for “Generic” drugs)

1 – 34 day supply = 1 Copayment

35 – 60 day supply = 2 Copayments

61 – 90 day supply = 3 Copayments

Eligible/Enrolled Dependent Children covered until 11:59 pm on the day before the 26th birthday occurs.

- Effective January 1, 2020 or as soon thereafter as possible, add a \$25.00 co-pay for preferred brand name formulary prescription drugs for active employees and retirees.

D. An employee represented by this collective bargaining unit who is eligible for dependent coverage under any medical, dental or prescription drug benefit plan sponsored by the City of Newark shall be entitled only to such dependent coverage for said plan and shall not be entitled to coverage as a subscriber to said health plans provided under this agreement. Where more than one family member is represented by this Agreement, the subscriber shall be the employee family-member with the earliest date of birth.

- E. Effective January 1, 2009, all active employees will make a (*non-refundable*) ten dollar (\$10.00) per month contribution toward their retiree health benefits.

F. RETIREE BENEFITS

Eligible Retirees and their eligible/enrolled dependents and eligible/enrolled civil union partner will be entitled to lifetime health insurance coverage until the date of the retiree's death as indicated below. (Eligible retirees are those with a minimum of 25 years of City of Newark service in the aggregate.)

Effective June 1, 2008:

- All Medicare (Parts A and B) eligible retirees and their eligible dependents (legal spouse or eligible Civil Union partner) will be *ineligible* for the City's traditional retiree health plan offered by Horizon Blue Cross Blue Shield of New Jersey (hospitalization/med-surgical).
- All Medicare (Parts A and B) eligible/enrolled retirees and their eligible/enrolled spouse or Civil Union partners who are entitled to City funded retiree health benefits will be entitled to enroll in

the SHBP contracted carrier-provided Medicare retiree plan. The City agrees to assume the full employer billed cost of the carrier provided Medicare retiree plan for the eligibly enrolled population.

- The City will no longer provide a separate Medicare supplemental retiree health insurance plan for Medicare eligible retirees or their Medicare eligible dependents. The carrier-provided Medicare retiree plan will be the sole employer-sponsored retiree health benefit plan for all Medicare eligible retirees and their eligible spouse/Civil Union partners.
- The enrollment under the carrier provided Medicare retiree plan will be based on single member enrollment. Therefore, the eligible retiree and eligible spouse/Civil Union partner will be provided with separate enrollment under the carrier provided Medicare retiree plan.
- All confirmed Medicare ineligible (based on notification from Medicare indicating Part A benefit is not “premium free”) retirees and their spouse/Civil Union partner will be entitled to the traditional retiree health plan noted in their union contract or by health benefit entitlement established by ordinance.
- Eligible retiree’s entitlement under the carrier provided Medicare retiree plan will continue for the remainder of the retiree’s life.

- Medicare eligible retirees that reside outside of the 50 United States are ineligible to participate in the carrier-provided Medicare retiree plan. Traditional retiree plan entitlement will continue for retirees, their spouses and eligible Civil Union partners that have permanent residence outside of the 50 United States. They will receive benefits in accordance with the contract or by health benefit entitlement established by ordinance.
- Retirees and their eligible spouse who are at least age 65 but ineligible (based on notification from Medicare) for Medicare Part A or B must submit the original notification letter they received from Medicare to the City. These retirees will be ineligible to enroll in the carrier-provided Medicare retiree plan and must remain in the traditional retiree plan, receiving benefit levels in accordance with the union contract or by health benefit entitlement established by ordinance.
- Traditional retiree plan entitlement will continue for dependent children of the Medicare eligible retiree. The benefit levels will be provided in accordance with the contract or by health benefit entitlement established by ordinance.
- Uninterrupted member enrollment in the carrier provided Medicare retiree plan is contingent upon timely Part A/B premium payments to Medicare which are made by the Medicare eligible retiree and spouse.

- If reenrollment in the carrier provided Medicare plan is required, the enrollment will be subject to the established enrollment periods provided for the City subscribers and their eligible dependents.
- Effective January 1, 2009 the City will provide eligible retirees and their eligible dependents or eligible Civil Union partner with a Prescription plan that requires a 20% copayment.

G. MEDICARE PART B REIMBURSEMENT

- All employees and their eligible spouses and/or civil union partners who retire on or after January 1, 1998, and who have earned Medicare Part A coverage shall be reimbursed by the City at fifty percent (50%) of the standard Medicare Part B premium amount upon receipt notification by the retiree to the City. In no case will Part B reimbursement be made for a retroactive period beyond one year from date of receipt of the required documents from the retiree and/or spouse.

H. LIFE INSURANCE

- Effective January 1, 1997, Life insurance (death benefit and accidental death and dismemberment coverage) was eliminated for active employees and for those who retire on or after January 1, 1997.

- I. All employees hired after April 26, 1979 are required to become members of the Public Employees Retirement System (PERS) of New Jersey, as a condition of employment.

- J. 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 benefit coverage for employees covered by this Agreement.

- K. If health and medical insurance coverage, as described herein, is provided by a contract of insurance, the liability of the City shall be limited to the terms of the contract, provided the contract is in accord with the Agreement.

ARTICLE XII - SICK LEAVE

A. General

Every employee covered by this Agreement shall be entitled to paid sick leave benefits per annum according to N.J.A.C. 4A:6-1.1 et seq., of the Department of Civil Service Regulations for the State of New Jersey, as periodically revised, and the applicable provisions of N.J.S.A. 11A:6-1 et seq.

B. Service Credit for Sick Leave

1. All permanent employees, or full time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service'
2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods because of death in the employee's immediate family or for the attendance of the employee upon a member of the immediate family who is seriously ill.

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 every calendar year thereafter.

New Hires (hired after November 1, 1989)

- a. An employee hired on the first (1st) day of the month through the eighth (8th) day of the month shall receive a sick leave credit of one (1) day for the month. An employee hired on

the ninth (9th) day of the month through the twenty-third (23rd) day of the month shall receive a one-half (1/2) day sick leave credit for the month. An employee hired on the twenty-fourth (24th) day of the month through the last day of the month shall receive no sick leave credit for the month.

- b. For the purposes of efficient sick leave scheduling and in accordance with the above schedules, an employee may be credited with sick leave (in each appropriate calendar year) prior to the leave actually being earned with the assumption that the employee will be employed for the full calendar year; however, an employee whose service is terminated or is placed on leave of absence without pay prior to the end of the calendar year shall have all non-earned used sick leave deducted from his/her last paycheck.
- c. An employee whose service is terminated between the first (1st) and eighth (8th) day of the month shall not receive sick leave credit for the month. An employee whose service is terminated between the ninth (9th) and the twenty-third (23rd) day of the month shall receive one-half (1/2) month's sick leave credit for the month. An employee whose service is terminated on the twenty-four (24th) day of the month and thereafter shall receive one (1) month's sick leave credit for the month.

3. 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.

D. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly, i.e., at the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

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 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. The 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 XIII - LEAVES OF ABSENCE

A. FAMILY AND MEDICAL LEAVE ACT

The Family and Medical Leave Act of 1993 (29 U.S.C.A. & 2601 et seq. ("FMLA")), provides up to twelve (12) weeks of unpaid, job-protected leave on a rolling (12) months basis to certain qualified and eligible employees for specified family and medical reasons, including:

- To care for an employee's child after birth;
- Following placement of a child with an employee for adoption or foster care;
- To care for an employee's immediate family member (spouse, child or parent), who has a serious health condition; and
- For an employee's own serious health condition that makes him/her unable to perform the essential functions of his/her job.

If an employee requests leave for a reason covered by both the FMLA and another law, including the New Jersey Family Leave Act ("NJFLA") (N.J.S.A 34:11B-1 et seq.), or City policy, then the leave simultaneously counts against the employee's entitlement under both the FMLA and the other law or policy, including Leave of Absence.

The requirement of an eligibility for an employee to take any leave, including FLA or NJFLA leave are set forth in those laws and pursuant to City policies and procedures, and this Agreement shall expressly yield to the requirement in those statutes or policies.

All leaves, including FMLA and NJFLA, will require the employee to obtain the advance, written approval from the City for such leave and obligate the employee to utilize all their available accrued leave, specifically paid sick leave, followed by compensatory time where available and which will account for the paid portion of the leave.

B. 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.

C. Employee representatives shall be permitted an aggregate of fifteen (15) working days each calendar year to attend Union conventions. (e.g., three (3) employee representatives for five (5) days or five (5) representatives for three (3) days each.

D. Employees who are scheduled for Jury Duty shall contact their Department Director and the Personnel Director who will make a determination concerning the needs of the City, and whether or not the City will request an excuse on behalf of such employee, if the employee is thereafter assigned to Jury Duty, the City will grant a leave of absence with pay.

E. Employees who are required, in connection with City business to appear before a Court or other public body on any matter involving the City, shall be granted leave with pay for the period of said appearance.

F. Payment for Unused Sick Time at Retirement

Effective January 1, 1983, the City agrees, to pay for unused sick time at the time of retirement under the following formula:

0 - 50 days - no payment

51 - 150 days - 25% of its value (35% of its value effective January 1, 1992).

151 - days or more - 50% of its value to a maximum payment of up to \$12,000.00. (60% of its value effective January 1, 1993) to a maximum payment of \$12,000 (\$15,000.00 effective January 1, 1994).

G. Bereavement Leave

All employees covered by this Agreement shall be granted leave at full pay for up to three (3) working days per event, with full pay in the event of death in the immediate family and any person related by blood and/or marriage residing in the employee's household. Such leave shall be treated as administrative leave and not charged against the employees' leave record. Employees absent as a result of the death of an immediate family member shall submit verification of relationship. Verification shall include, death certificate, mortician affidavit, newspaper obituary or funeral program. Upon the employees return to work from said leave, they shall submit the verifying documentation to the Personnel Department which will be attached to their personnel file.

Immediate family is defined as: Spouse, Children, Parents, Legal Guardians, Mother-In-Law, Father-In-Law, Siblings, Grandparents, Step-parents, Step-Children, Foster Children, a domestic partner or member of a civil union, as defined in the "Domestic Partnership Act" (N.J.S.A. 26-8A-1 et seq.) and the "Civil Union Act" (N.J.S.A. 37:1-28, et seq.) respectively.

ARTICLE XIV - EMPLOYEE TRAINING

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

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

1. Keeping abreast of changes occurring in their field, craft, trade, profession or occupation.
2. Participating in 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 are directly related to their jobs and that they have a responsibility for self-development.

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

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

ARTICLE XV BULLETIN BOARDS

Bulletin Boards shall be made available by the City at each work location for the use of the Union for the purpose of posting Union announcements and other information of non-controversial nature. The Director of the Department or his representative may have removed from the Bulletin Boards any material which does not conform with the intent and provision of the Article.

ARTICLE XVI - EMPLOYEE PERFORMANCE

A. The Union agrees to support and cooperate with the City to improve employee performance. In furtherance thereof the Union shall encourage all employees to:

1. Be in attendance and punctual for scheduled work hours, unless unavoidably prevented;
2. Give such effort to their work as is consistent with the requirements thereof;
3. Avoid waste in the utilization of materials and supplies;
4. Maintain and improve levels of performance;
5. Assist in preventing accidental injury to themselves and suggest other improvements where possible;
6. 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 salary increment or adjustment for failure to meet acceptable levels of employee performance may be processed through the grievance procedure.

ARTICLE XVII - TRAVEL ALLOWANCE AND UNIFORMS

A. Local travel allowance shall be provided to employees covered by this agreement for expenses incurred for City business.

1. Each inspector hired after January 1, 1989 shall provide an operable working vehicle for use at work necessary to complete his/her work assignments. The travel allowable shall apply only upon City discretion, to complete his/her authorized assignment

2. Effective January 1, 2017 the Travel Allowance shall be \$25.00 (fifteen dollars) per day.
3. Effective January 1, 2018 the Travel Allowance shall be \$25.00 (twenty dollars) per day for each working day in which the employee travels on City business. Such travel must be done upon the authorization by the City.
4. Effective January 1, 2019 the Travel Allowance shall be \$25.00 per day for each day traveled on city business.
5. Effective January 1, 2020 the Travel Allowance will be increased to \$30.00 per day for each day traveled on city business.
6. Effective January 1, 2021 the Travel Allowance will be increased to \$35.00 per day for each day traveled on city business.
7. Effective January 1, 2022 the Travel Allowance will be \$35.00 per day for each day traveled on city business.
8. As concerns employees covered by this Agreement, only when the City does not provide them with a city vehicle for their use in conducting business will such employee then receive a local travel allowance of \$25.00 per day for each day traveled on city business. Effective January 1, 2020, the travel allowance will increase to \$30.00 per day. In addition, effective January 1, 2021, the travel allowance will increase to \$35.00 per day throughout the duration of the contract.

B. Beginning in 2002 throughout the duration of this agreement each employee shall be provided a summer uniform (a short sleeve shirt and a pair of pants) and a winter uniform (a long sleeve shirt and a pair of pants.) Beginning on January 1, 2008, three (3) sets of uniforms will be provided annually, a second winter uniform and a second summer uniform in alternate years. A clothing allowance will be provided to each employee for the purchase, maintenance and replacement of uniforms.

1. Effective January 1, 2017, employees covered in this Agreement shall be entitled to a clothing allowance in the amount of six-hundred dollars (\$600.00) per year.
2. Effective January 1, 2018, employees covered in this Agreement shall be entitled to a clothing allowance in the amount of six-hundred dollars (\$600.00) per year.
3. Effective January 1, 2019, employees covered in this Agreement shall be entitled to a clothing allowance in the amount of six-hundred dollars (\$600.00) per year.
4. Effective January 1, 2020, employees covered in this Agreement shall be entitled to a clothing allowance in the amount of six-hundred twenty-five dollars (\$625.00) per year.

5. Effective January 1, 2021, employees covered in this Agreement shall be entitled to a clothing allowance in the amount of six-hundred dollars twenty-five (\$625.00) per year.
6. Effective January 1, 2022, employees covered in this Agreement shall be entitled to a clothing allowance in the amount of six-hundred dollars (\$650.00) per year.

The requirement to wear and maintain uniforms, as well as the composition of uniforms shall remain as decisions within the sole discretion of the City. The union will be notified of any change as to the uniform requirement five days prior to its implementation.

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 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15, 9e as amended. Said monies together with records of any corrections shall be 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, the Union will 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 form 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 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 deductions.

ARTICLE XIX - REPRESENTATION FEE

1. Purpose of Fee

Beginning thirty (30) days after agreement on this contract, all eligible non-member employees in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

2. Amount of Fee

Prior to the beginning of each contract year, the Union will notify the City in writing of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for that contract year, and the amount of the representation fee for that contract year. Any changes in the representation fee structure during the contract year shall be in accordance with the above.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

3. Deduction and Transmission of Fee

After verification by the City that an employee must pay the representation fee, the City will deduct the fee for all eligible employees in accordance with this Article.

The mechanics of the deduction of representation fees and the transmission of such fees to the Union will as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

The City shall deduct the representation fee as soon as possible after the tenth 10th day following reentry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals reemployed in this unit from a reemployment list, for employees returning from leave without pay, and for previous employee members who become eligible for the representation fee because of nonmember status.

The City shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the bargaining date of employment in a position in this unit.

4. Demand and Return System

The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union.

The burden of proof under this system is on the Union.

The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or cause of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

The employee shall be entitled to a review of the amount of, the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union

The union shall submit a copy of the Union review systems to the City. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system.

If the employee is dissatisfied with the Union's decision, he may appeal to a three-member board established by the Governor.

5. City Held Harmless

The Union hereby agrees that it will indemnify and hold the city harmless from any claims, actions, proceedings or judgments brought by any employee in the negotiations unit which arise from the provision of this Article. The City shall not be liable to the Union for any retroactive or past due representation fee for an employee who was identified by the City as excluded confidential or in good faith was mistakenly or inadvertently omitted from deductions of the representation fee.

6. Legal Requirements

Provisions in this clause are further conditioned upon all other requirements set by statute and applicable law.

7. Notification Concerning Employees

The City agrees to provide to the Union, on a semi-annual basis, a complete up-to-date listing of all employees covered by this Contract. Such listing shall include the employee's job classification, work location, home address and membership status, as it appears on the record of the City. The Union shall disclose such information only to its officials and representatives whose duties require access to such information. The City will notify all employees whose titles are listed in Appendix A on this Contract that AFSCME is the only employee organization that can represent them in matters pertaining to wages, hours of work, and other terms and conditions of employment.

8. Workplace Democracy Enhancement Act (WDEA)

The City will abide by the Workplace Democracy Enhancement Act.

ARTICLE XX - NO STRIKE AND NO LOCKOUT PLEDGE

A. During the term of this Agreement the Union agrees on behalf of itself and each of its members that there will be no strike of any kind and the City agrees that it will not cause any lockout.

B. The Union covenants and agrees that neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of an employee from his position, stoppage or work or in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the City. The Union agrees that such action would constitute a material breach of this Agreement.

C. In the event of strike, slowdown, walkout or job action it is covenanted and agreed that participation in any such activity by any Union shall be deemed grounds for termination of employment of *such* employee or employees subject, however, to the application of the Civil Service Law.

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

ARTICLE XXI - 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.

C.

ARTICLE XXII - SEPARABILITY AND SAVINGS

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

ARTICLE XXIII – MISCELLANEOUS

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

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

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

ARTICLE XXIV - FULLY BARGAINED PROVISIONS

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

B. This Agreement can be modified in whole or in part by the parties only by an instrument in writing executed by both parties.

ARTICLE XXV - DURATION

This Agreement shall be in full force and effect as of January 1, 2017 and shall be in effect to and including December 31, 2022, without any reopening date.

The Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives written notice to the other, at least ninety (90) days prior to the expiration date of this Agreement of their desire to change, modify or terminate the Agreement.

ARTICLE XXVI – EXCLUSIVITY

Dues deduction for any employee in the bargaining unit shall be limited to AFSCME, the majority representative. Employees shall be eligible to withdraw such authorization only upon the filing of Notice of Withdrawal. Such notice shall be effective to halt deductions as of the July 1 next succeeding the date on which the Notice of Withdrawal is filed, in accordance with Title 52:14-15.9e of the New Jersey Statutes revised, December 22, 1981.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Newark, New Jersey as of this _____, day of _____, 2017.

APPROVED AS TO FORM:

FOR THE CITY OF NEWARK:

By: [Signature] 3/1/21 Dated
KENYATTA K. STEWART, ESQ.
CORPORATION COUNSEL

By: [Signature] Dated
HON. RAS J. BARAKA,
MAYOR

FOR AFSCME COUNCIL 63 - LOCAL 2299 (INSPECTORS)

By: [Signature] 4/23/21 Dated
ERIC S. PENNINGTON
BUSINESS ADMINISTRATOR

By: [Signature] 5/14/21 Dated
SHANEIKA FORTENBERRY
PRESIDENT

By: [Signature] JUN 03 2021 Dated
KENNETH LOUIS
CITY CLERK

By: [Signature] 5/14/2021 Dated
LaKISHIA R. HAMM
AFSCME COUNCIL 63

By: [Signature] Dated
KECIA DANIELS,
ASSISTANT BUSINESS
ADMINISTRATOR

By: [Signature] 5/14/21 Dated
MARK FRANCIS

By: [Signature] 2/19/21 Dated
AONDRETTE O. WILLIAMS
PERSONNEL DIRECTOR

By: [Signature] 5/14/21 Dated
STEVEN ROSENBLUM

By: [Signature] 5/14/2021 Dated
BERLYNE VILCANT