

**AGREEMENT**

**BETWEEN**

**THE CITY OF EAST ORANGE, NEW JERSEY**

**THE BOARD OF WATER COMMISSIONERS OF THE  
CITY OF EAST ORANGE, NEW JERSEY**

**- and -**

**THE ENGINEERING SUPERVISORY PERSONNEL**

**ASSOCIATION OF EAST ORANGE**

**July 1, 2004 - June 30, 2006**

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## **INTRODUCTORY STATEMENT**

It is the intention of both the City, the Board and the ESPA that this Agreement effectuate the policies of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. hereinafter "The Act", and be construed to harmonize with the Rules and Regulations of the New Jersey Department of Personnel.

## **PREAMBLE**

**THIS AGREEMENT**, made as of July 1, 2004, by and between the **CITY OF EAST ORANGE, NEW JERSEY** and **THE BOARD OF WATER COMMISSIONERS OF THE CITY OF EAST ORANGE, NEW JERSEY** hereinafter referred to as the "City", "Board", or the "Employer", and the **ENGINEERING SUPERVISORY PERSONNEL ASSOCIATION OF EAST ORANGE**, hereinafter referred to as the "ESPA."

## **ARTICLE I**

### **RECOGNITION**

1. The City and the Board hereby recognizes the ESPA as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all employees employed by the City in the supervisory positions set forth on Schedule "A" annexed hereto and made a part hereof, excluding managerial executives, non-supervisory, confidential and all other employees.

2. Unless otherwise indicated, the terms "employee" or "employees" when used in this Agreement refer to all persons represented by the ESPA in the above defined negotiating unit.

## ARTICLE II

### CHECK-OFF

1. The City agrees to deduct semi-monthly ESPA membership dues from the pay of those employees who individually and voluntarily request in writing that such deductions be made on a form agreed upon between the City, the Board, and the ESPA and consistent with applicable law. The amount to be deducted shall be certified to the City or by the Treasurer of the ESPA, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the ESPA by the 15<sup>th</sup> of the month in which such deductions are made.
2. Any written designation by an employee covered by this Agreement to terminate dues deductions must be received in writing by the City and the ESPA, and filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which such notice of withdrawal is filed.
3. Any employee who is not a member of the ESPA shall pay a representation fee in lieu of dues for services rendered by the ESPA. Such representation fee shall be paid and administered pursuant to the requirements of New Jersey law and, in no event, shall such representation fee exceed the legal maximum allowance percentage of the regular membership dues, fees and assessments. Membership in the ESPA is available to all employees on an equal basis and the ESPA has established and maintains a demand and return system which complies with the requirements in Section 2(c) and 3 of the Act. The payroll deductions for such representation fees shall be made pursuant to the procedure application in the City and/or the Board to salary deductions.
4. The ESPA agrees to indemnify and save the City and Board harmless from any damages or expenses, including attorneys' fees, which may be incurred by the City and/or the Board as a result of claims made by any employee relating to this Paragraph and any payroll deductions made hereunder, provided that the City gives the ESPA timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.

### ARTICLE III

#### VISITATION

The duly authorized officers and/or business representatives of the ESPA shall be permitted on City premises during working hours for the purpose of adjusting complaints or ascertaining whether this Agreement is being performed; provided, however, that they are in no way interfering with the conduct of the City's business. The City, if it so chooses, shall have one of its representatives accompany the business representative while on the premises. At the time of entering the City's premises the business representative must make his/her presence known to a representative designated by the City. The business representative shall conduct himself or herself properly while on City premises.

### ARTICLE IV

#### ASSOCIATION REPRESENTATION

1. The City recognizes the right of the ESPA to designate a reasonable number of its officers and the employees covered by this Agreement. The ESPA shall furnish the City with the names of the officers and the alternates and will notify the City of any changes.
2. The authority of the officers or alternatives so designated by the ESPA shall be limited to, and shall not exceed the following duties and activities:
  - a) The investigation and presentation of grievances in accordance with the provisions of this Agreement. If both parties agree that it is necessary for an officer to perform any of such duties during his/her working time, the officer shall be released from work by his/her supervisor as soon as convenient to the City and only to the extent necessary to take the investigation and for conferring with the City's or the Board's representative;
  - b) The transmission to the City's representatives of messages and information which shall originate with and are authorized by the ESPA or its officers;
  - c) Otherwise the officer or alternate shall be required to perform his/her duties in the same manner and to the same extent as other employees.
3. Any settlement of a question by the officer and the supervisor of any employee involved in a dispute shall be reviewable by the City and the ESPA at the

request of either, and no such settlement shall establish a precedent or conflict in any manner with the provisions of this Agreement.

4. At employee shall, if he or she so desires, have ESPA representation if there exists reasonable grounds to fear that discipline will occur directly as the result of the interview with the City's representative. The non-availability of ESPA representative shall not serve as a reason to unduly delay the meeting. This representation shall not apply to informal and general discussions of Department operations and individual performance.

- a) The City gives the ESPA timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- a) If the ESPA so request in writing, the City will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability, and will cooperate fully with the ESPA in the defense of the claim.

**ARTICLE V**  
**GRIEVANCE PROCEDURE**

1. **Definition:**

A "grievance" within the meaning of the grievance procedure shall be defined as any difference or dispute between the City and any employee covered by this Agreement with respect to the interpretation, application, or alleged violation of any of the provisions of this Agreement. A grievance to be considered under this procedure must be initiated by the employee within ten (10) working days from the time when the employee knew it should have known of its occurrence.

**Procedure:**

- a) Failure at any step of this proceeding to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.
- b) The specified time limits may be extended in any grievance proceeding by mutual written agreement between the City and the ESPA.
- c) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations until such grievance has been fully determined.
- d) Class action grievances shall be instituted at their appropriate step.

**STEP ONE**

Any employee who has a grievance shall discuss it first with his/her immediate supervisor and the ESPA and the Sufferance Chairperson or designated alternate, in an attempt to resolve the matter informally at that level.

**STEP TWO**

If, as a result of the foregoing discussions, the matter is not resolved to the satisfaction of the employee with five (5) working days, the employee shall within said period set forth the grievance in writing to the head of the Department or Manager for the Water Commission, specifying:

- a) the nature of the grievance;

- b) the nature and extent of the injury or loss or inconvenience;
- c) the results of previous discussions;
- d) the reasons for the employee's dissatisfaction with decisions previously rendered.

Should no applicable agreement be reached within an additional five (5) working day period after the receipt of the written grievance by the Department Head, the ESPA and/or the employee may request a written decision with reasons, which decision shall be provided within ten (10) working days.

In the case of an employee of the Water Department, should no applicable agreement be reached within an additional five (5) working day period after the receipt of the written grievance by the Manager, the ESPA and/or the employee may request a written decision with reasons, which decision shall be provided within ten (10) working days, and thereafter the matter may be referred to arbitration as set forth below in STEP FOUR, by the Board or the ESPA only. If the aggrieved is a permanent employee, he/she may, in lieu of arbitration, elect to pursue all remedies afforded by the provisions of the Civil Service Act.

### STEP THREE

If as a result of the foregoing the matter is not resolved to the satisfaction of the employee, then the employee and/or the ESPA may, within five (5) working days, set forth his/her grievance in writing for review by the Mayor or designee. The grievance submission shall include the written grievance previously submitted to the Department Head and the Department head's written response. The Mayor (or designee) shall respond thereto within twenty (20) working days. Thereafter, the matter may be referred to arbitration as set forth below, by the City or the ESPA only. If the aggrieved is a permanent employee, he or she may, in lieu of arbitration, elect to pursue all remedies afforded by the provisions of the Civil Service Act.

### STEP FOUR

(a) In the event that the grievance has not been satisfactorily resolved at Step Two for Water Department employees or Step Three for City employees, then arbitration may be brought only by the ESPA, by the City or by the Board. The ESPA, through the designee, must file for arbitration within thirty (30) calendar days from the day the ESPA received the Step Two or Step Three decision or from the date on which the Step Two or Step Three decision was due, by mailing a written request for arbitration to the Public Employment Relations Commission and sending a copy to the City and/or the Board. The written request shall specify the matter submitted to the Department Head for the City employees or the Manager for Water Department as specified above and the ESPA's dissatisfaction with the decision previously rendered.



(b) Dismissal of or failure to continue the employment of a probationary employee shall not be deemed grievable or arbitrable.

(c) Arbitrators shall be selected on a case-by-case basis under the selection procedures of the Public Employment Relations Commission.

(d) The arbitrator shall conduct a hearing to determine the facts and render a decision in writing to the parties. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement or Laws of the State. He/she shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her, nor shall he/she submit observations or declaration of opinions which are not essential in reaching the determination. The decision or award of the arbitrator shall be final and binding consistent with applicable law ad this Agreement. In no event shall the same question or issue be the subject of arbitration more than same question or issue be the subject of arbitration more than once. The arbitrator may prescribe an appropriate back pay remedy what he/she finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

## **ARTICLE VI**

### **MANAGEMENT'S RIGHTS AND RESPONSIBILITIES**

It is recognized and agreed that the City possesses the sole right and responsibility to operate the facilities and departments covered by this Agreement and that all management rights repose in it, except as same may be expressly qualified by the provisions of this Agreement. These rights include but are not limited to: selection and direction of its employees; to hire, promote, transfer, assign, and retain employees in positions within the unit, and to suspend, demote, discharge, or take other disciplinary action against employees; to relieve employees from duties because of lack of work or for other Legitimate reasons; to determine the amount of overtime to be worked; to maintain the efficiency of the government operations entrusted to it; to make reasonable and binding rules which shall not be inconsistent with this Agreement; to determine the methods, means and personnel by which such operations are to be conducted; to introduce new or improved methods or facilities; and to contract cut for goods or services. It is agreed that the City may take whatever actions may be necessary to carry out the mission of the facility or department in situations of emergency.

## ARTICLE VII

### SENIORITY

1. Whenever practicable, seniority shall prevail in connection with vacation schedules, shift assignments, sectional assignments or holiday work.
2. In the case of equal seniority, preferences will be given to qualified veterans before non-veterans.
3. Seniority for all purposes is defined in accordance with New Jersey Department of Personnel Rules and Laws.
4. To the extent practicable and subject to the provisions contained in the New Jersey Department of Personnel Rules and Regulations, promotions to a higher grade shall be made from personnel serving in lower category who can demonstrate their qualifications for appointment. The employee's progress reports shall be reviewed and considered prior to the making of a promotional appointment.
5. Everything else being equal, seniority shall be taken as a consideration in granting promotion to jobs within the unit, and it is agreed that all temporary positions will be filled by the senior employee most qualified and able to do the work. The term "seniority" as used here is deemed to be continuous service as a regular employee, provided, that any interruption of such serve by means of military service or of illness for which leave of absence or sick leave was granted shall be deemed continuous service. The transfer of any employee within the City's employ shall not affect the continuity of service for the purposes of this Paragraph.
6. Any newly employed employee within the bargaining unit shall be deemed a probationary employee following his/her regular appointment to a permanent position during his/her trial period of three (3) months. An employee may be disciplined or dismissed without recourse during the probationary period. Membership in the ESPA shall not be cause for such discipline or discharge.
7. In the event of lay-offs of employees, an employee shall be laid off by job classification according to his/her seniority in such job classification according to his/her seniority in such job classification, if all other factors, including satisfactory work and ability (as determined by the Department Head or the Board) are equal. The ESPA shall be given notice of proposed lay-offs and opportunity to discuss the lay-offs with the Department Head, the Board, or its designee concerned.
- ~~8. In the event of recall, the order of lay-off described above shall be reversed. The last employee laid off in his/her job classification shall be the first one recalled for such class. Notice of recall shall be by certified or registered mail to the employee's last known address. Failure to answer a recall to work within seven (7) calendar days of the date the employee is requested to report will be deemed as a resignation.~~

9. In connection with matters such as overtime, work assignments, shift assignments, sectional assignments or holiday work, the "seniority" shall mean continuous service as a regular employee in the job title as set forth in Schedule "A" annexed hereto and made a part hereof. Each Department or Board shall maintain a seniority list of employees, copies of which shall be furnished to the ESPA. The City shall furnish to the ESPA of any changes in the seniority list.

10. Overtime shall be assigned with each job title, division and department in order to preference as set forth in the seniority list prepared by the Department or the Board in question and subject to the reasonable requirements of the Department or the Board and to the ability of the employee to do the job to be assigned. If an employee to whom an overtime assignment has been offered shall decline to accept that assignment, he or she will be deemed to have waived assignment until his/her turn is again reached. Any employee passed over for an overtime assignment for any other reason, including lack of ability to perform the job in question, will retain his/her preference on the seniority list for the balance of the term. It is expressly understood that nothing herein is deemed recognition of any right by any employee to refuse an overtime assignment in the event of emergency or similar need. Further, in non-emergency situations, should the list have been exhausted without sufficient acceptance for the overtime assignment, the City may direct overtime work in its discretion.

### **ARTICLE VIII**

#### **NON-DISCRIMINATION**

The City and the ESPA both agree that they shall not discriminate against any employee because of race, color, creed, religion, nationality, sex or ESPA membership.

### **ARTICLE IX**

#### **JOB POSTING**

A permanent job opening or vacancy in title covered in the bargaining unit shall be posted on the bulletin boards for a period of ten (10) calendar days.

## ARTICLE X

### SALARY INCREASE

1. (a) Effective July 1, 2004 base salaries of the unit members shall be increased by three (3%) percent. (See Schedule B).

(d) Effective July 1, 2005, base salaries of the unit members shall be increased by three (3%) percent. (See Schedule B).

(c) Salary ranges for each of the years of this Agreement's term shall be as set forth on the attached Schedule "B".

(d) The number of increments between the minimum and maximum salaries in the aforesaid ranges shall be ten (10).

#### East Orange Water Commission Unit Members:

2. (a) As of July 1, 1996 and January 1, 1997, all full-time employees will be entitled to receive their normal increment earned during the year, subject to the usual conditions accompanying said increments and the earning thereof.

(b) The ESPA acknowledges that the amount of such increments represents an additional cost to the Board for salary increments.

3. The Board reserves the right to determine salary ranges in accordance with the above.

4. The Board of Water Commissioners agrees that if it adds new or amended titles to the units that are clearly managerial or supervisory, it agrees that within thirty (30) days it will:

(a) Notify the ESPA;

(b) Give a copy of any job specifications for the new or amended title to the ESPA.

(c) Advise the ESPA of the proposed hours of work, wages and other terms and conditions of employment established for the title.

The Board further agrees, if request by the ESPA within thirty (30) days after notification to the ESPA as provided above, to schedule a meeting to review whether or not the new or amended title should be included in the unit, and if so included, to negotiate any disputes which may exist regarding such negotiable issues as appropriate wage rates. It is the intention of the parties to reach mutual agreement on the inclusion of new or amended titles that appropriately belong to the unit without the necessity of institution of proceedings at PERC, and it is their further intention to use wage scales for

existing titles as a basis to determine the appropriateness of the wage rate established for such new or amended titles,

5. The Board stands behind the City's current agreement to pay ESPA employees the ten (10) days of deferred pay when the ESPA employee leaves. This will include longevity applicable at the time the employee leaves the Water Department, and will be at the employee's highest regular time rate of pay to the date of separation.

6. All employees currently employed with the East Orange Water Commission shall receive tuition reimbursement. The Board will reimburse tuition as set forth below for successfully completed full year classes or courses of study which, in the reasonable discretion of the EOWC, are related to the water industry business, current work or possible future with the EOWC. Undergraduate course tuition will be reimbursed at the rate of 75% for a grade of C; 85% for a grade of B; and 100% for a grade of A.

- A. Graduate work credited toward a Masters degree shall be reimbursed 100% in consideration of a written commitment by the student/employee to remain with the EOWC for two (2) years should the EOWC determine to retain the services of the student/employee for such two (2) year period, but this agreement is not a guarantee of employment for this period. Termination by EOWC prior to completion of this commitment, except for cause, shall imply waiver of tuition reimbursement payback obligations for the student/employee.
- B. Graduate work credited toward a Doctoral degree shall be reimbursed 100% in consideration of a written commitment by the student/employee to remain with the EOWC should the EOWC determine to retain the services of the student/employee for a five (5) year period, but this agreement is not a guarantee of employment for this period. Termination by EOWC prior to completion of this commitment, except for cause, shall imply waiver of tuition reimbursement payback obligations for the student/employee.

## ARTICLE XI

### VACATIONS

1. Every probationary employee after a minimum period of three (3) consecutive months, and every permanent employee, shall be entitled to vacation according to the following schedules:

Paid working days of vacation for total time of service:

(a) Initial year of employment - one (1) working day for each month of paid service for the remainder of the calendar year following date of employment probationary or permanent. A fraction of a month shall be considered as a full month for this provision;

(b) One (1) year to five (5) years, inclusive - twelve (12) working days of vacation per year;

(c) Six (6) years to (10) years, inclusive - seventeen (17) working days of vacation per year;

(d) Eleven (11) years to fifteen (15) years, inclusive - seventeen (17) working days of vacation per year;

(e) Sixteen (16) years to nineteen (19) years, inclusive - nineteen (19) working days of vacation per year;

(f) Twenty (20) years to twenty-four (24) years, inclusive - twenty-three (23) working days of vacation per year;

(g) Twenty-five (25) years and over - twenty-six (26) working days of vacation per year.

2. Vacations shall be taken at such times and for such term as the responsible Department Head shall determine is in the best interests of the City; provided, that where during any calendar year, following the initial year of hiring, an employee has not received a vacation time to which he or she is entitled because of pressure of City business, then the vacation time shall accumulate and be granted no later than the end of the next succeeding calendar year.

3. On January 1 of the calendar year next succeeding the year in which his/her employment commenced, the employee will be deemed as having one (1) year of service for the purpose of determining his/her position on the vacation schedule.

**ARTICLE XII**

**HOLIDAYS**

1. The following days shall be paid holidays with pay to employees actively on the payroll at the time of the holiday.

New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day

Labor Day  
Columbus Day  
General Election Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

If a holiday falls on a Sunday, it shall be observed on the following Monday.  
If one of the foregoing falls on a Saturday, it shall be observed on the preceding Friday.

2. To receive holiday pay an employee must be on the active payroll and not on a leave of absence without pay.

## ARTICLE XIII

### SICK LEAVE

1. Existing sick leave practices will be maintained.
2. On or about July 1 and September 1 of each year, the accumulated sick time and vacation time remaining to employees on such dates will be posted. If feasible, it is intended that this information will appear on the employee's pay stubs.
3. After an employee has utilized all his/her earned accumulated sick leave, an additional special sick leave of absence with pay or part pay not to exceed one (1) year's duration may be granted, upon recommendation by the Department Head and with the approval of the Mayor and the City Council by resolution, to any permanent employee disabled either through injury or illness not as a result of or arising from his/her respective employment, where the employee's disability is of such severity and duration that he/she will require such extended special sick leave. The Department Head shall make such recommendation only after presentation of satisfactory evidence of the nature of disability and of its severity and duration, and after considering factors showing good reasons for such special leave, including, among other things, the length of service of the employee, the employee's performance on the job, and the absence of any continued prior abuse of sick leave on the part of the employee. The recommendation of the Department Head when made and the final decision of the Mayor and City Council shall be delivered to the ESPA within five (5) days after the date of such recommendation or final decision.
4. Supplemental Compensation upon Retirement
  - (a) Each employee shall be entitled, upon retirement for service and age or disability from a state administered retirement system, to receive a lump sum payment for earned and unused accumulated sick leave which is credited to him or her on the effective date of his/her retirement in the manner and to the extent provided for herein. An employee who elects a deferred retirement benefit shall not be eligible for supplemental compensation payment. Only employees who have accumulated sick leave days of one hundred (100) or more shall be entitled as of right to receive the lump sum payment provided for in this Agreement.
  - (b) Such supplemental compensation payment shall be computed at the rate of one-half ( $\frac{1}{2}$ ) of the eligible employee's daily rate pay for each day of earned and unused accumulated sick leave based upon the employee's average annual compensation received during the last year of his/her employment prior to the effective date of his/her retirement, provided, however, that no such lump sum supplemental compensation payment shall exceed \$15,000. Each member who has accumulated sick leave days of one hundred (100) or more and has completed ten (10) years or more service shall be entitled to receive full lump sum payment of accumulated sick leave, not to exceed one half ( $\frac{1}{2}$ ) of the members annual base salary excluding longevity.



(c) The lump sum supplemental compensation provided for accumulated sick days shall in no way affect, increase or decrease any pensions or retirement benefits to such retired employee.

(d) An employee who incurs a separation in service for any reason except that due to temporary lay-off shall have his/her accumulated sick leave computed only from the date of return to employment.

(e) Notice of intention to claim the benefits provided herein must be made in writing to the City on or before November 1 of the year prior to the year in which the retirement becomes effective. In the event an employee fails to give notice by November 1 for the reason that such employee has not at that time determined to retire, but subsequently, due to some unforeseen reason such employee is compelled to retire, the employee shall give notice of the condition causing the retirement as soon as possible. In the event such employee demonstrated valid reason to waive the November 1 notice date, he or she will receive the benefit provided for. The City, however, may defer payment of all or part of the benefit to the year following the retirement.

## ARTICLE XIV

### CALL-IN PAY

#### City of East Orange Unit Members:

1. An employee called in to work outside his/her regularly scheduled hours shall be guaranteed for (4) hours work at his/her regular straight time pay rate.
2. The call-in provisions shall not apply when an employee is notified during his/her working hours to report to work outside his/her regularly scheduled hours or when an employee is scheduled in advance to work at an assignment outside of his/ her normal tour of duty, or where an employee is called to report early for his/her regular shift.

#### East Orange Water Commission Unit Members:

1. An employee called in to work outside his/her regularly scheduled hours shall be guaranteed for (4) hours work at his/her regular straight time pay rate. However, if an employee works beyond the four (4) hours, the rate of pay will be increased to time and one-half, the regular rate of pay from the first hour. If the employee works beyond the seventh hour, the rate of pay will be two times the regular rate of pay from the eighth hour.
2. The call-in provisions shall not apply when an employee is notified during his/her working hours to report to work outside his/her regularly scheduled hours or when an employee is scheduled in advance to work at an assignment outside of his/her normal tour of duty, or where an employee is called to report early for his/her regular shift.
3. Effective July 1, 2004, the stand-by rate shall be increased from \$15.00 to \$16.50 per weekday, and from \$25.00 to \$27.50 per Saturday, Sunday, or holiday.
4. With the approval of management or supervisor, ESPA members may exchange shifts within a five (5) day period if extended duty is necessary on any one shift.
5. Any ESPA employee whose duties would be as well or more efficiently accomplished by using flex time may use flex time with the approval of the Business Administrator.

## ARTICLE XV

### TEMPORARY LEAVES WITH PAY

1. (A) Permanent employees covered by this Agreement shall be entitled to receive three (3) days leave of absence with pay during the contract year to attend to necessary personal business.

(b) Requests for such leave must be filed in advance except for emergencies, at least forty-eight (48) hours prior to the requested day with the Department Head on a form prescribed by the City. All leaves shall be approved by the Department Head. No personal leave day with pay shall be granted immediately before or after any holiday and the granting of any personal leave day shall be subject to scheduling requirements of the Department as determined by the Department Head.

(c) Any personal leave day not used by an employee shall not accumulate from year to year.

2. (a) Leave with pay not to exceed five (5) days shall be permitted where such absence is due to and necessitated by death of spouse, or parent or child of the employee, and with pay not to exceed three (3) days shall be permitted where such absence is due to and necessitated by death of another member of the immediate family of the employee. This leave must be taken in close proximity to the date of the death of the spouse, parent or child, or other member of the immediate family.

(b) The term "other member of the immediate family" utilized herein shall mean brother, sister, mother-in-law or father-in-law, wherever residing, or other near relative residing with the employee as part of a common household.

(c) Leave with pay of one (1) day shall be permitted where such absence is due to and necessitated by death of a grandparent of the employee, provided that in the discretion of the Department Head, leave with pay for such purpose may be extended to a total of three (3) days where necessitated by distance. This leave must be taken in close proximity to the date of death of the grandparent and is intended to be for the purpose of attending the funeral and/or making funeral arrangements, as is the leave provided for a Paragraph 2(a) above.

## ARTICLE XVI

### OVER-TIME

1. Whenever an employee works in excess of his/her regular work week thirty-five (35) hours per week or forty (40) hours per week, whichever is applicable, he/she shall receive pay for the hours worked in excess of such regular work week at the overtime rate of time and one-half or double-time, whichever is applicable.
2. Whenever an employee works in excess of his/her regular work day more than seven (7) hours for thirty-five (35) hour per week employee or eight (8) hours for forty (40) hour per week employee, he/she shall receive pay for each hour worked in excess of the regular work day at one-half ( $\frac{1}{2}$ ) times the employee's regular hourly rate.
3. Any employee covered by the Fair Labor Standards Act FLSA of 1985 may request compensatory time off in lieu of immediate payment, in accordance with the terms of the FLSA and regulations promulgated thereunder.
4. One (1) supervisory employee within the Sewer Division of the Department of Public Works shall serve on stand-by duty each week, 7:00 a.m. Monday through 7:00 a.m. the following Monday in order to respond to emergencies related to the City sewage system. Each employee serving on stand-by shall be provided a paging unit and shall receive a stipend of One Hundred (\$100.00) dollars for each week served on stand-by. While on stand-by, the employee shall be available on twenty-four (24) hour basis to respond to any emergency call within approximately thirty (30) minutes of receipt of such call.

## **ARTICLE XVII**

### **SHIFT PAY DIFFERENTIAL**

1. Those employees of the City who are regularly assigned to the second shift (4:00 p.m. to midnight) shall receive seven and one-half percent (7½%) shift differential over and above the employee's salary for all hours worked on such shift.
2. Those employees of the City who are regularly assigned to the third shift (11:00 p.m. to 7:00 a.m. or midnight to 9:00 a.m.) shall receive a ten percent (10%) shift differential over and above the employee's salary for all hours worked on such shift.

## **ARTICLE XVIII**

### **STRIKES AND LOCK-OUT**

It is agreed that the ESPA and the employees, or either of them, shall not call or engage in a strike or threats thereof for any cause whatsoever, nor shall the ESPA or any of its employees cause or participate in any cessation of work, a slowdown, work stoppage or interference of any kind with the City's operations, and the City shall not institute a lock-out.

## **ARTICLE XIX**

### **EFFECTIVE LAWS**

The City, the Board and the ESPA understand and agree that all provisions of this Agreement are subject to law. In the event that any provisions of this Agreement shall be rendered illegal or invalid under any applicable law or regulation, such illegality or invalidity shall affect only the particular provision concerned, which shall be deemed of no force and effect, but shall not affect the remaining provisions of this Agreement.

## ARTICLE XX

### WORK OF A HIGHER TITLE

In the event any employee is assigned temporarily for a period of over (1) month to a higher title and higher pay position, the City agrees to file a CS 6 Form in accordance with New Jersey Department of Personnel Rules and Regulations.

## ARTICLE XXI

### BULLETIN BOARDS

The ESPA shall be permitted to use any space then available on the existing Bulletin Board in each Department for the posting of notices as to ESPA meetings. Copies of such material shall be given to the Department Head or Manager prior to posting for his/her approval.

## ARTICLE XXII

### HEALTH CARE

1. The parties agree to cooperate in the furtherance of health care plan that is applicable to all of the bargaining units, including health retirement benefits.
2. If the cooperative healthcare plan fails to materialize with the other bargaining units, the City shall reopen and/or continue negotiation with this bargaining unit as it relates to these improved health care, dental insurance plans, and health retirement benefits.
3. All employees covered by this Agreement and their families shall be entitled to all present insurance benefits as follows: Blue Cross Hospitalization and Blue Shield Medical/Surgical Plans [including Rider "J"], and Major Medical insurance, the full payment of which shall be paid by the City.
  - (a) Effective upon thirty (30) days notice, the City shall provide a co-pay prescription plan for each covered employee and his/her dependents as follows: \$5.00 for generic prescriptions and \$10.00 for brand name prescriptions.
  - (b) Effective upon thirty (30) days notice, the employee shall pay \$10.00 co-pay for each HMO doctor visit.

4. The AFLAC Plan will be adopted and the parties agree that the City will offer a payment for employees who annually elect to waive health insurance coverage in the following annual amounts:

Family	\$3500.00
Husband/Wife	\$3000.00
Parent/Child	\$2000.00
Single	\$1500.00

The amounts will be paid twice per year in July and December. Waiver of health benefits is intended only for employees who have health insurance through another source.

5. Those employees who choose to retire with twenty (20) or more years of service will receive a Point of Service/HMO Plan, which includes a prescription plan. This service will include a fifty (50%) percent contribution from the City of East Orange.

6. These health benefits begin automatically after the employee has worked for the City three (3) full months. The Administration Office should be immediately advised of any changes in marital or family status.

7. If available from the insurance carrier(s), all employees shall be given booklets for all health benefits.

### ARTICLE XXIII

#### CLOTHING ALLOTMENT

1. Effective July 1, 2004, the City shall supply and pay for each pair of safety boots, uniform or protective clothing for each designated employee who is required to wear same as a City of Water Commission employee.

2. In no event shall the clothing allotment in the form of safety boots, uniform or protective clothing exceed \$450 in each year of the agreement.

3. In no event shall an employee be eligible for reimbursement for safety boots, uniform or protective clothing that is not purchased through the City.

4. Where appropriate the City shall provide safety equipment to City or Water Commission employees. If safety equipment requires replacement, the employee shall seek approval for the replacement of the safety equipment from the City of the Executive Director.

**ARTICLE XXIV**  
**DENTAL INSURANCE**

**City of East Orange Unit Members:**

Effective January 1, 1994, the City agrees to institute the Delta Dental Preferred Plan and shall pay for the cost of premiums for members, his/her spouse and family, if any.

**East Orange Water Commission Unit Members:**

Effective upon execution of this agreement, employees and members of their immediate family shall utilize the dental care insurance program presently in effect and provided for by the City of East Orange in the form of Delta Flagship, Delta Preferred or Unity Dental.

**ARTICLE XXV**

**EYECARE**

**East Orange Water Commission Unit Members:**

Effective upon execution of this agreement, employees and members of their immediate family shall utilize the vision care program available through Blue Cross Blue Shield POS.



## **ARTICLE XXVI**

### **POST-RETIREMENT HEALTH CARE PLAN**

#### **East Orange Water Commission Unit Members:**

The Post-Retirement Health Care Plan adopted by this Agreement shall be the same plan which is agreed to between the Communications Workers of America (CWA) and the City of East Orange. At such time that the City adopts a program providing for such coverage, upon retirement of an ESPA member, the Board will pay for medical, dental, eye care and prescription benefits comparable to retirement health benefits offered by the City. The Board acknowledges the proposal by ESPA to provide benefits on retirement similar to current benefits, with the Board paying 100% of insurance costs for the number of years the ESPA employee was employed by the Water Commission, thereafter reducing the Water Commission contributions by ten (10%) per year for five (5) years until the Water Commission is paying fifty (50%) percent and the employee is paying fifty (50%) percent of the insurance costs, and thereafter paying the fifty (50%) percent share for the lifetime of the employee or for as long as the employee is paying a fifty (50%) percent share. The Board has no objection in principle to such a program if it's adopted by the City of East Orange, and the Water Commission will match and comply with any such program adopted by the City.

## **ARTICLE XXVII**

### **DISABILITY INSURANCE**

#### **East Orange Water Commission Unit Members:**

1. Effective July 1, 1996, the Board agrees to institute a disability insurance program for employees, at least equivalent to the State Program, and pay the cost of the premiums. The Board will consult with the ESPA prior to making any changes in the insurance carrier or the insurance program.

2. The Board through the Business Administrator will assist in processing claims for any ESPA employee to the full extent allowed by law in the event there is a problem receiving timely attention.

**ARTICLE XXVIII**

**TRAVEL EXPENSE**

**City of East Orange Unit Members:**

1. The mileage allowance for use of an employee's automobile on city business shall be the I.R.S. approved rate as of January 1 of each year. The monthly gasoline allowance will be increased by a proportionate amount.
2. Employees will also be reimbursed for the actual amount of any tolls they may need to pay while on City business.

**ARTICLE XXIX**

**LONGEVITY**

**City of East Orange Unit Members:**

1. All employees currently employed as of March 1, 2002 who have worked regularly twenty (20) or more hours per week after serving more than five (5) years shall be paid longevity payments as follows:

5 years of completed service	-	3% of base salary
10 years of completed service	-	5% of base salary
15 years of completed service	-	7% of base salary
20 years of completed service	-	9% of base salary
25 years of completed service	-	14% of base salary

2. All new employees, in lieu of the current program, shall receive longevity pursuant to the following formula:

10 years of completed service	-	2% of base salary
15 years of completed service	-	4% of base salary
20 years of completed service	-	6% of base salary
25 years of completed service	-	8% of base salary
30 years of completed service	-	10% of base salary

3. The longevity payments herein are to be considered part of remuneration for pension purposes, but not for other purposes, e.g., overtime or holiday pay.
4. Longevity payments shall be determined on the basis of the hereinabove schedule each year as of January 1 and July 1 and computed on the amount of the base salary paid to each employee for said year as fixed and determined in accordance with the annual salary resolution. Longevity payments to each employee paid on an hourly basis shall be computed each pay period and computed on the hourly rate during said year as fixed by the annual salary regulations.

East Orange Water Commission Unit Members:

1. All employees currently employed who have worked regularly twenty (20) or more hours per week after serving more than five (5) years shall be paid longevity payments as follows:

- 3% after 4 years
- 6% after 8 years
- 9% after 12 years
- 12% after 16 years
- 15% after 20 years
- 18% after 24 years

2. All new employees, in lieu of the current program, shall receive longevity pursuant to the following formula:

10 years of completed service	-	2% of base salary
15 years of completed service	-	4% of base salary
20 years of completed service	-	6% of base salary
25 years of completed service	-	8% of base salary
30 years of completed service	-	10% of base salary

3. The longevity payments herein are to be considered part of remuneration for pension purposes, but not for other purposes, e.g., overtime or holiday pay.

4. Longevity payments shall be determined on the basis of the hereinabove schedule each year as of January 1 and July 1 and computed on the amount of the base salary paid to each employee for said year as fixed and determined in accordance with the annual salary resolution. Longevity payments to each employee paid on an hourly basis shall be computed each pay period and computed on the hourly rate during said year as fixed by the annual salary regulations.

5. "Service" as used herein is determined to be continuous as a regular employee, provided that any of the following shall not affect the continuity of service for the purpose of this schedule:

- (a) Military service;
- (b) Illness for which leave of absence or sick leave was granted with pay;
- (c) Temporary, involuntary separation from employment with the City within a one-year period.

6. Leave of Absence without Pay:

Any leave of absence without pay initiated at the request of the employee shall not be computed as a part of said five (5) years' continuous service. However, the periods of employment immediately preceding and immediately subsequent to such leave or leaves of absence shall be considered to be continuous service.

7. Resignation and Subsequent Re-employment:

In the event of resignation of an employee and subsequent re-employment of said employee by the City, all periods of employment prior to the re-employment of said employee shall, after five (5) years of continuous service of such employee in computing the longevity pay to which such employee shall be entitled.

ARTICLE XXX

MISCELLANEOUS

1. The Board agrees to make reasonable efforts to provide and maintain a healthful and safe working environment.

2. (a) A personnel record fill shall be kept by the Board for each employee, in which shall be retained a copy of all forms sent to the New Jersey Department of Personnel, all resolutions of the Board especially relevant to the particular position or employee (other than general salary ordinances and resolutions), employee's progress reports and employee's submittals, records of disciplinary proceeding and such information as is available pertaining to overtime. Tardiness, sick leave, vacation information and promotional recommendations.

(b) In an action against an employee, this fill will be the only one utilized. All documents to be used in such action shall be signed by the employee indicating that he/she is aware of the documents being made a part of his/her personnel file.

3. Subject to specific approval by the Board, each ESPA employee shall be entitled to three (3) work days for training during the calendar year. This shall be limited to specifically job related classes, such as water, computer or customer service classes, PEOSHA classes, professional development seminars or conferences, trade show, first aid classes, time management, business English, stress management, vendor seminars or demonstrations, etc. Where cost is involved for this training, all costs will be covered by the Board, subject to prior Board approval. A training committee of ESPA members and a member of the Administration will be set up to collect and disseminate information about available training classes and programs, including a dedicated bulletin board for advice of such opportunities. Additionally, the Board will make available three (3) lap-top computers with standard office software, and necessary additional equipment as the Board deems necessary, to ESPA members for home use to encourage computer literacy and expertise of ESPA employees. The lap-top computers shall remain the property of the Water Department and shall require a written receipt on file with an employee designated by the Business Administrator.

**ARTICLE XXXI**

**TERM OF AGREEMENT**


1. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time the negotiated or executed this Agreement.

2. The term of this Agreement shall be from July 1, 2004 through June 30, 2006. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, it must notify the other party in writing not less than sixty (60) days prior to such expiration date.

3. This Agreement shall remain in full force and effect on a day to day basis during the collective negotiations between the parties extending beyond the date of expiration set forth herein, unless and until either party services the other with written notice of termination by registered or certified mail, R.R.R. in which event the Agreement shall terminate five (5) days following receipt of such notice.

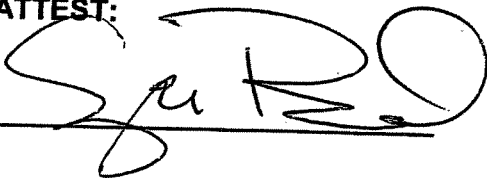
4. **IN WITNESS WHEREOF**, the parties have by their duly authorized representatives executed this Agreement as of the day and year first above written.

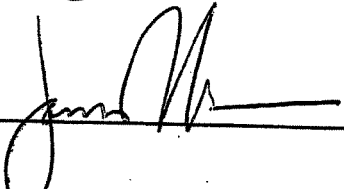
**ENGINEERING SUPERVISOR  
PERSONNEL ASSOCIATION**


By: 

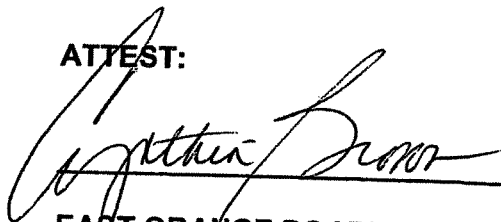
**THE CITY OF EAST ORANGE,  
NEW JERSEY**

By: 

ATTEST:  


By: 

ATTEST:  


ATTEST:  


**EAST ORANGE BOARD OF  
WATER COMMISSIONERS**  
By: 

ATTEST:  
\_\_\_\_\_

**SCHEDULE "A"**

**MAYOR'S OFFICE:**

Program Director, Community Development  
Manager, Consumer Services  
Assistant Planning Director  
Assistant Coordinator, Community Development

**CITY TREASURER:**

Assistant Municipal Treasurer

**CITY COMPTROLLER'S OFFICE:**

Assistant Municipal Comptroller

**COLLECTOR OF TAXES AND REVENUE:**

Deputy Municipal Tax Collector  
Assistant Municipal Tax Collector

**MUNICIPAL COURT:**

Chief Municipal Court Administrator

**DEPARTMENT OF INSPECTIONS AND LICENSING:**

Construction Official  
Assistant Director of Inspections and Licensing  
Supervisor of Licensing  
Municipal Superintendent of Weights and Measures  
Director of Property Maintenance  
Director A.I.P.  
Assistant Chief Building Inspector  
Assistant Superintendent of Weights and Measures  
Assistant Superintendent of Weights

**WELFARE DEPARTMENT:**

Assistant Welfare Director

**PURCHASING DEPARTMENT:**

Purchasing Agent  
Assistant Purchasing Agent

DEPARTMENT OF HUMAN SERVICES:

Assistant Superintendent of Recreation  
Greens Superintendent  
Clinical Supervisor

HEALTH DEPARTMENT:

Assistant Health Officer  
Director of Public Health Nursing  
Director of Public Laboratory  
Director of Narcotics Clinic

DEPARTMENT OF PUBLIC WORKS:

Assistant Municipal Engineer  
Traffic Engineer  
Principal Engineer  
Garage Superintendent  
Recreation Maintenance Superintendent  
Sanitation Superintendent  
Sewer Superintendent  
Street Superintendent  
Tree Superintendent  
Senior Engineer  
Project Coordinator, Construction  
Assistant Traffic Engineer  
Assistant Tree Superintendent  
Assistant Project Coordinator, Construction  
Assistant Street Superintendent  
Assistant Recreation Maintenance Superintendent  
Assistant Engineer  
General Supervisor of Traffic Maintenance Operations  
Supervising Garage Foreman M/W  
Supervising Mechanic  
Assistant Supervisor of Refuse Collection  
Mechanical Repairer Foreman M/W  
Traffic Signal Foreman M/W  
Maintenance Repairer Foreman M/W  
Recreation Maintenance Foreman M/W  
Street Foreman M/W  
Tree Foreman M/W  
Sewer Foreman M/W  
Supervisor (Sewers)  
Supervisor (Streets)  
Garage Attendant Foreman M/W  
Parking Meter Supervisor  
Traffic Maintenance Foreman M/W

Supervising Engineering Draftsman  
Chief Clerk, Engineering  
Superintendent of Public Buildings & Grounds  
Assistant Superintendent of Public Buildings & Grounds

EAST ORANGE WATER COMMISSION:

Superintendent Water Distribution  
Supervisor Water Meter Repairer  
Supervisor of Water  
Water Meter Repairer  
Water Meter Reader/Repairer  
Water Superintendent  
Asst. Water Superintendent  
Supervisor Water Meter Repairer  
Superintendent Water Intake & Supply  
Laborer  
Maintenance Superintendent  
Principal Engineer  
Superintendent Repair & Maintenance  
Pumping Station Operator  
General Supervisor Water



**SCHEDULE "B"**

TITLE	RANGE LEVEL	TITLE	RANGE LEVEL
ASST. DIRECTOR, INSPECTIONS & LICENSING	1	ASST. SUPVSR. REFUSE COLLECTION	1
ASST. HEALTH OFFICE	1	ASST. TRAFFIC ENGINEER	3
ASST. MUNICIPAL COMPTROLLER	1	ASST. TREE SUPT.	3
ASST. MUNICIPAL ENGINEER	1	CLINICAL SUPERVISOR	3
CONSTRUCTION OFFICIAL	1	DIRECTOR, A.I.P.	3
DIRECTOR, COMMUNITY DEVELOPMENT	1	DIRECTOR, PROPERTY MAINTENANCE	3
ASST. COODINATOR, COMMUNITY DEVELOPMENT	2	MANAGER, CUSTOMER SERVICE	3
ASST. SUPT. OF RECREATION	2	PURCHASING AGENT	2
ASST. WELFARE DIRECTOR	2	SENIOR ENGINEER	3
BUILDING SUPERINTENDENT	2	SUPT. WEIGHTS & MEASURES	3
CHIEF MUNICIPAL COURT ADMINISTRATOR	2	SUPERVISING GARAGE FOREMAN M/W	3
DEPUTY MUNICIPAL TAX COLLECTOR	2	ASST. DIRECTOR, PROPERTY MAINT.	4
DIRECTOR, NARCOTICS CLINIC	2	ASST. ENGINEER	4
DIRECTOR, PUBLIC HEALTH LAB	2	ASST. MUNICIPAL, TREASURER	4
DIRECTOR, PUBLIC HEALTH NURSING	2	ASST. PURCHASING AGENT	4
GARAGE SHIFT.	2	ASST. SUPT. WEIGHTS & MEASURES	4
MUNICIPAL ENGINEER	2	CHIEF CLERK, ENGINEERING	3
PROJECT COORDINATOR, CONSTRUCTION	2	GARAGE ATTNDNT, FOREMAIL, MW	4
RECREATION MAINTENANCE SUPT.	2	GREENS SUPT.	4
SANITATION SUPT.	2	MAINTENANCE REPAIR FOREMAN MW	4
SEWER SUPT.	2	MECHANICAL, REPAIRER FOREMAN M/W	4
STREET SUPT.	2	PARKING METER SUPERVISOR	4
SUPERVISOR OF LICENSING	2	RECREATION MAINTENANCE FOREMAN M/W	4
TRAFFIC ENGINEER	2	SEWER FOREMAN M/W	4
TREE SHIFT	2	STREET FOREMAN M/W	4
ASST. BUILDING SUPT.	3	SUPERVISING ENGINEERING DRAFTSMAN	4
ASST. CHIEF BUILDING INSPECTION	3	SUPERVISION (STREETS)	4
ASST. MUN. TAX COLLECTION	3	SUPERVISING MECHANIC	4
ASST. PARKS MAINTENANCE SUPT.	3	SUPERVISOR (SEWERS)	4
ASST. PLANNING DIRECTOR	3	TRAFFIC MAINTENANCE FOREMAN M/W	4
ASST. PROJECT COORD., CONSTRUCTION	3	TRAFFIC SIGNAL, FOREMAN M/W	4
ASST. SEWER SUPT.	3	TREE FOREMAN M/W	4
ASST. STREET SUPT.	3		
GEN. SUPVSR. OF TRAFFIC MAIN. OPER.	3		

**SCHEDULE "B" (cont'd)**

**RANGE TABLE July 1, 2004 - June 30, 2005**

<b><u>Levels</u></b>	<b><u>Minimum</u></b>	<b><u>Maximum</u></b>
1	\$75,826	\$86,128
2	\$69,729	\$80,029
3	\$61,304	\$71,604
4	\$52,880	\$63,180

**RANGE TABLE July 1, 2005 - June 30, 2006**

<b><u>Levels</u></b>	<b><u>Minimum</u></b>	<b><u>Maximum</u></b>
1	\$78,102	\$88,712
2	\$71,821	\$82,430
3	\$63,143	\$73,752
4	\$54,466	\$65,075

MEMORANDUM OF AGREEMENT

Between

THE CITY OF EAST ORANGE

And The

ENGINEERING SUPERVISORY PERSONNEL ASSOCIATION, INC.

This Memorandum of Agreement incorporates the full, final and complete Agreement between the City of East Orange and the Engineering Supervisory Personnel Association, Inc., through their respective representatives, and incorporates the terms set forth below which shall be retroactive to July 1, 2006 and shall conclude on June 30, 2010. The parties acknowledge that this Agreement shall modify certain Articles and provisions of the parties' existing Collective Bargaining Agreement ("CBA"), which expired on June 30, 2006.

It is understood and agreed that there shall be no changes in the existing terms and conditions of employment between the parties unless specified below:

I. TERM OF AGREEMENT

The duration of the contract shall be from July 1, 2006 through and including June 30, 2010.

II. SALARY ADJUSTMENT

A. The parties agree to replace paragraph 1 of Article X, Salary, of the CBA with the following paragraph:

1. For the period of July 1, 2006 through June 30, 2007, there shall be a salary increase of three (3%) percent.
2. For the period of July 1, 2007 through June 30, 2008, there shall be a salary increase of three and one-quarter (3.25%) percent.
3. For the period of July 1, 2008 through June 30, 2009, there shall be a salary increase of three and one-quarter (3.25%) percent.
4. For the period of July 1, 2009 through June 30, 2010, there shall be a salary increase of three and one-half (3.5%) percent.

III. CALL-IN PAY

A. The parties agree to replace paragraph 3 of Article XIV, Call-in Pay, of the CBA with the following paragraph:

1. Effective July 1, 2006, stand-by rate shall be increased from \$16.50 to \$17.00 per weekday, and from \$25.00 to \$26.20 per Saturday, Sunday, or holiday.

IV. HEALTH INSURANCE

- A. The parties agree to modify the language in paragraph 3 of Article XXII, Health Care of the CBA with the following paragraph:
1. Effective upon thirty (30) days notice, the City shall provide a co-pay prescription plan for each covered employee and his/her dependents enrolled in the POS plans as follows: \$10 for generic and \$15 for brand name for a 30-day supply.
  2. Effective upon thirty (30) days notice, the City shall provide a co-pay mail order prescription plan for each covered employee and his/her dependents enrolled in the POS plans as follows: \$10 for generic and \$15 for brand name for a 90-day supply.
- B. The parties agree to add the language in paragraph 3 of Article XXII, Health Care of the CBA with the following paragraph:
1. Effective upon thirty (30) days notice, the employees enrolled in the single plan shall contribute \$40 per month to the monthly rate.
  2. Effective upon thirty (30) days notice, the employee enrolled in the Husband and Wife; Parent and Child (ten), and Family Plans shall contribute \$50 per month to the monthly rate.
  3. Effective upon thirty (30) days notice, employees enrolled in the POS plans shall pay a deductible of \$250 per person and \$500 per family for out-of-network coverage.
  4. Effective upon thirty (30) days notice, employees enrolled in the POS plans shall pay \$15 for each office visit.
  5. Eligible employees retiring after the execution of the agreement, who enroll in the Direct Access plan shall pay a deductible of \$250 per person and \$500 per family.
  6. Eligible employees retiring after the execution of the agreement, who enroll in the Direct Access plan shall pay \$15 for each office visit.
  7. Members currently enrolled in the Traditional plan shall migrate to a POS plan during the next open enrollment period.
  8. Within thirty (30) days of the execution and ratification by City Council new hires shall only be eligible for enrollment in a POS plan.
- C. The parties agree that the City shall change the prescription provider from Casmad to Medco.
- D. The parties agree to add language as paragraph 8 of Article XXII, Health Care of the CBA to recognize an existing plan as follows:
1. The City will continue, for the term of this CBA, to provide a 125 Cafeteria Plan.

E. The parties agree to add language as paragraph 9 (a) of Article X X II, Health Care of the CBA to modify an existing plan as follows:

1. The City will provide a short-term disability plan with a benefit of 66.67% of the employee's weekly salary, not to exceed \$400 per week commencing on the 15<sup>th</sup> day of the accident/sickness for a 26-week benefit duration.

F. The parties agree to add language as paragraph 9 (b) of Article X X II, Health Care of the CBA to implement a plan, which shall be as follows:

1. The City will provide a long-term disability plan with a benefit of 60% the employee's monthly salary, not to exceed \$1,000 per month commencing after the exhaustion of short-term disability for a 5-year maximum in accordance with the plan's guidelines.

G. The parties agree to add language as paragraph 10 of Article X X II, Health Care of the CBA to implement a plan, which shall be as follows:

1. The City agrees to make available an Employee Assistance Plan. Utilization of this Plan shall remain confidential between the employee and the Plan personnel, and utilization of the Plan services shall not be used against any employee.

#### V. DENTAL INSURANCE

A. The parties agree to replace the language in Article X X IV, Dental Insurance of the CBA with the following paragraph:

1. The City will continue to provide basic dental coverage for employees and their dependents. Members may continue to elect to participate in the enhanced dental plans, and shall pay the difference between the current basic dental plan and the enhanced plans.

#### VI. DONATED LEAVE

A. The parties agree to add language as paragraph 5 of Article X II, Sick Leave of the CBA to implement a donated leave program, which shall be as follows:

1. The City will provide a donated leave program in accordance with the rules and regulations as established by the New Jersey Department of Personnel.

#### VII. VACATION

A. The parties agree to modify and amend Article X I, Vacations of the existing CBA to implement a new vacation policy and schedule which shall be as follows:

1. Amend paragraph (g) to read: Twenty-five years to twenty-nine years, inclusive - twenty-six (26) working days of vacation per year;

2. Add paragraph (h) - Thirty (30) years and over - twenty-eight (28) working days of vacation per year.

VIII. TITLES

A. The parties agree to amend Schedule "A" and "B" to reflect the deletion of the following titles:

1. Assistant Parks Maintenance Superintendent;
2. Supervisor, Sewers;
3. Parking Meter Supervisor; and
4. Sewer Superintendent.

B. The parties agree to amend Schedule "B" as follows:

1. Assistant Supervisor of Refuse Collection modified to reflect Range Level 3;
2. Purchasing Agent modified to reflect Range Level 1;
3. Senior Engineer modified to reflect Range Level 2; and
4. Chief Clerk-Engineer modified to reflect Range Level 2.

It is expressly understood and agreed to by and between the parties that the within Agreement is expressly subject to and conditioned upon the City Council of the City of East Orange enacting the appropriate ordinances/resolutions necessary for approval and implementation of this Agreement. It is further conditioned upon ratification by the Union membership.

ENGINEERING SUPERVISORY  
PERSONNEL ASSOCIATION, INC.

By Donald W. Harton  
Donald W. Harton, President

By James L. Fuller  
James L. Fuller, Vice President

THE CITY OF EAST ORANGE

By Robert L. Bower  
Robert L. Bower, Mayor

By Gwyn Hargrett  
Gwyn Hargrett, Chair  
Board of Water Commissioners

ATTEST:

Cynthia Brown  
Cynthia Brown  
City Clerk

DATED: October \_\_\_\_\_, 2007

DATED: October 19, 2007

## ARTICLE XIII

### SICK LEAVE

1. Existing sick leave practices will be maintained.

2. On or about July 1 and September 1 of each year, the accumulated sick time and vacation time remaining to employees on such dates will be posted. If feasible, it is intended that this information will appear on the employee's pay stubs.

3. After an employee has utilized all his/her earned accumulated sick leave, an additional special sick leave of absence with pay or part pay not to exceed one (1) year's duration may be granted, upon recommendation by the Department Head and with the approval of the Mayor and the City Council by resolution, to any permanent employee disabled either through injury or illness not as a result of or arising from his/her respective employment, where the employee's disability is of such severity and duration that he/she will require such extended special sick leave. The Department Head shall make such recommendation only after presentation of satisfactory evidence showing good reasons for such special leave, including, among other things, the length of service of the employee, the employee's performance on the job, and the absence of any continued prior abuse of sick leave on the part of the employee. The recommendation of the Department Head when made and the final decision of the Mayor and City Council shall be delivered to the ESPA within five (5) days after the date of such recommendation or final decision.

#### 4. Supplemental Compensation upon Retirement

(a) Each employee shall be entitled, upon retirement for service and age or disability from a state administered retirement system, to receive a lump sum payment for earned and unused accumulated sick leave which is credited to him or her on the effective date of his/her retirement in the manner and to the extent provided for herein. An employee who elects a deferred retirement benefit shall not be eligible for supplemental compensation payment. Only employees who have accumulated sick leave days of one hundred (100) or more shall be entitled as of right to receive the lump sum payment provided for in this Agreement.

(b) Such supplemental compensation payment shall be computed at the rate of one-half ( $\frac{1}{2}$ ) of the eligible employee's daily rate pay for each day of earned and unused accumulated sick leave based upon the employee's average annual compensation received during the last year of his/her employment prior to the effective date of his/her retirement, provided, however, that no such lump sum supplemental compensation payment shall exceed \$15,000. Each member who has accumulated sick leave days of one hundred (100) or more and has completed ten (10) years or more service shall be entitled to receive full lump sum payment of accumulated sick leave, not to exceed one half ( $\frac{1}{2}$ ) of the members annual base salary excluding longevity.

**AGREEMENT**

**BETWEEN**

**THE CITY OF EAST ORANGE, NEW JERSEY**

**THE BOARD OF WATER COMMISSIONERS OF THE  
CITY OF EAST ORANGE, NEW JERSEY**

**- and -**

**THE ENGINEERING SUPERVISORY PERSONNEL  
ASSOCIATION OF EAST ORANGE**

**July 1, 2010 – December 31, 2013**



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## INTRODUCTORY STATEMENT

It is the intention of both the City, the Board and the ESPA that this Agreement effectuate the policies of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. hereinafter "The Act", and be construed to harmonize the Rules and Regulations of the New Jersey Department of Personnel.

## PREAMBLE

**THIS AGREEMENT**, made as of \_\_\_\_\_, 2013, by and between the **City of EAST ORANGE, NEW Jersey, EAST ORANGE LIBRARY BOARD OF TRUSTEES** and **THE BOARD OF WATER COMMISSIONERS OF THE CITY OF EAST ORANGE, NEW JERSEY** hereinafter referred to as the "City", "Board", "LIBRARY", or the "Employer", and the **ENGINEERING SUPERVISORY PERSONNEL ASSOCIATION OF EAST ORANGE**, hereinafter referred to as the "ESPA."

**ARTICLE I**

**RECOGNITION**

1. The City and the Board hereby recognizes the ESPA as the exclusive representative for collective negotiations concerning terms and conditions of employment for all employees employed by the City in the supervisory positions set forth on Schedule "A" annexed hereto and made apart hereof, excluding managerial executives, non-supervisory, confidential and all other employees.

2. Unless otherwise indicated, the term "employee" or "employees" when used in this Agreement refer to all persons represented by the ESPA of the above-defined negotiating unit.

## ARTICLE II

### CHECK-OFF

1. The City agrees to deduct semi-monthly ESPA membership dues from the pay of those employees who individually and voluntarily request in writing that such deductions be made on a form agreed upon between the City, the Board, and the ESPA and consistent with the applicable law. The amount to be deducted shall be certified to the City or by the Treasurer of the ESPA, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the ESPA by the 15<sup>th</sup> of the month on which such deductions are made.

2. Any written designation by an employee covered by the Agreement to terminate dues deductions must be received in writing by the City and the ESPA, and filing of notice of withdrawal shall be effective to halt deductions as of January 1 of July 1 next succeeding the date on which such notice of withdrawal is filed.

3. Any employee who is not a member of the ESPA shall pay a representation fee in lieu of dues for services rendered by the ESPA shall pay a representation fee in lieu of dues for services rendered by the ESPA. Such representation fee shall be paid and administered pursuant to the requirements of New Jersey law and, in no event, shall such representation fee exceed the legal maximum allowance percentage of the regular membership dues, fees and assessments. Membership in the ESPA is available to all employees on an equal basis and the ESPA has established and maintains a demand and return system which complies with the requirements in Section 2(c) and 3 of the Act. The payroll deductions for such representation fees shall be made pursuant to the procedure application in the City and/or the Board to salary deductions.

4. The ESPA agrees to indemnify and save the City and Board harmless from any damages or expenses, including attorney's fees, which may be incurred by the City and/or the Board as a result of claims made by any employee relating to this Paragraph and any payroll deductions made hereunder, provided that the City gives the ESPA timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.

### **ARTICLE III**

#### **VISITATION**

The duly authorized officers and/or business representatives of the ESPA shall be permitted on City premises during working hours for the purpose of adjusting complaints or ascertaining whether this Agreement is being performed; provided, however, that they are in no way interfering with the conduct of the City's business. The City, if it chooses, shall have one of its representatives accompany the business representative while on the premises. At the time of entering the City's premises the business representative must make his/her presence known to a representative designated by the City. The business representative shall conduct himself or herself properly while on City premises.

## ARTICLE IV

### ASSOCIATION REPRESENTATION

1. The City recognizes the right of the ESPA to designate a reasonable number of its officers and the employees covered by this Agreement. The ESPA shall furnish the City with the names of the officers and the alternates and will notify the City of any changes.

2. The authority of the officers or alternates so designated by the ESPA shall be limited to, and shall not exceed the following duties and activities:

- (a) The investigation and presentation of grievances in accordance with the provisions of this Agreement. If both parties agree that it is necessary for an officer to perform any of such duties during his/her working time, the officer shall be released from work by his/her supervisor as soon as convenient to the City and only to the extent necessary to take the investigation and for conferring with the City's or the Board's representative;
- (b) The transmission to the City's representatives of messages and information which shall originate with and are authorized by the ESPA or its officers;
- (c) Otherwise the officer or alternate shall be required to perform his/her duties in the same manner and to the same extent as other employees.

3. Any settlement of a question by the officer and the supervisor of any employee involved in a dispute shall be reviewable by the City and the ESPA at the request of either, and no such settlement shall establish a precedent or conflict in any manner with the provisions of this Agreement.

4. An employee shall, if he or she so desires, have the ESPA representation if there exists reasonable grounds to fear that discipline will occur directly as the result of the interview with the city's representative. The non-availability of the ESPA representative shall not serve as a reason to unduly delay the meeting. This representation shall not apply to informal and general discussions of Department operations and individual performance.

- (a) The City gives the ESPA timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- (b) If the ESPA so request in writing, the City will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability, and will cooperate fully with the ESPA in the defense of the claim.



## ARTICLE V

### GRIEVANCE PROCEDURE

#### 1. Definition:

The "grievance" within the meaning of the grievance procedure shall be defined as any difference or dispute between the City and any employee covered by this Agreement with respect to the interpretation, application, or alleged violation of any of the provisions of this Agreement. A grievance to be considered under this procedure must be initiated by the employee within ten (10) working days from the time when the employee knew it should have known of its occurrence.

#### 2. Procedure:

- (a) Failure at any step of this proceeding to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.
- (b) The specified time limits may be extended in any grievance proceeding by mutual written agreement between the City and the ESPA.
- (c) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations until such has been fully determined.
- (d) Class action grievances shall be instituted at their appropriate step.

#### STEP ONE

Any employee who has a grievance shall discuss it first with his/her immediate supervisor and the ESPA and the Sufferance Chairperson or designated alternate, in an attempt to resolve the matter informally at any level.

#### STEP TWO

If, as a result of the foregoing discussions, the matter is not resolved to the satisfaction of the employee within five (5) working days, the employee shall within said period set forth the grievance in writing to the head of the Department or Manager for the Water Commission, specifying:

- (a) The nature of the grievance;
- (b) The nature and extent of the injury or loss or inconvenience;

- (c) The results of previous discussions;
- (d) The reasons for the employee's dissatisfaction with decisions previously rendered.

Should no applicable agreement be reached within an additional five (5) working day period after the receipt of the written grievance by the Department Head, the ESPA and/or the employee may request a written decision with reasons, which decision shall be provided within ten (10) working days.

In the case of an employee of the Water Department, should no applicable agreement be reached within an additional five (5) working day period after the receipt of the written grievance by the Manager, the ESPA and/or the employee may request a written decision with reasons, which decision shall be provided within ten (10) working days, and thereafter the matter may be referred to arbitration as set forth below in STEP FOUR, by the Board or the ESPA only. If the aggrieved is a permanent employee, he/she may, in lieu of arbitration, elect to pursue all remedies afforded by the provisions of the Civil Service Act.

### STEP THREE

If as a result of the foregoing the matter is not resolved to the satisfaction of the employee, then the employee and/or the ESPA may, within five (5) working days, set forth his/her grievance in writing for review by the Mayor or designee. The grievance submission shall include the written grievance previously submitted to the Department Head and the Department Head's written response. The Mayor (or his designee) shall respond thereto within twenty (20) working days. Thereafter, the matter may be referred to arbitration as set forth below, by the City or the ESPA only. If the aggrieved is a permanent employee, he or she may, in lieu of arbitration, elect to pursue all remedies afforded by the provisions of the Civil Service Act.

### STEP FOUR

- (a) In the event that the grievance has not been satisfactorily resolved at STEP TWO for Water Department employees, or STEP THREE for City employees, then arbitration may be brought only by the ESPA, by the City or by the Board. The ESPA, through the designee, must file for arbitration within thirty (30) calendar days from the day the ESPA received the STEP TWO or STEP THREE decision or from the date on which the STEP TWO or STEP THREE decision was due, by mailing a written request for arbitration to the Public Employment Relations Commission and sending a copy to the City and/or the Board. The written request shall specify the matter submitted to the Department Head for the City employees or the Manager for Water Department as specified above and the ESPA's dissatisfaction with the decision previously rendered.
- (b) Dismissal of or failure to continue the employment of a probationary employee shall not be deemed grievable or arbitrable.

- (c) Arbitrators shall be selected on a case-by-case basis under the selection procedures of the Public Employment Relations Commission.
- (d) The arbitrator shall conduct a hearing to determine the facts and render a decision in writing to the parties. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement or Laws of the State. He/she shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her, nor shall he/she submit observations or declaration of opinions which are not essential in reaching the determination. The decision or award of the arbitrator shall be final and binding consistent with applicable law and this Agreement. In no event shall the same question or issue be the subject of arbitration more than once. The arbitrator may prescribe an appropriate back pay remedy what he/she finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

## **ARTICLE VI**

### **MANAGEMENT'S RIGHTS AND RESPONSIBILITIES**

It is recognized and agreed that the City possesses the sole right and responsibility to operate the facilities and departments covered by this Agreement and that all management rights repose in it, except as same may be expressly qualified by the provisions of this Agreement. These rights include but are not limited to: selection and direction of its employees; to hire, promote, transfer, assign and retain employees in positions within the unit, and to suspend, demote, discharge, or take other disciplinary action against employees; to relieve employees from duties because of lack of work or for other legitimate reasons; to determine the amount of overtime to be worked; to maintain the efficiency of the government operations entrusted to it; to make reasonable and binding rules which shall not be inconsistent with this Agreement; to determine the methods, means and personnel by which such operations are to be conducted; to introduce new or improved methods of facilities; and to contract out for goods or services. It is agreed that the City may take whatever actions may be necessary to carry out the mission of the facility or department in situations of emergency.

## ARTICLE VII

### SENIORITY

1. Whenever practicable, seniority shall prevail in connection with vacation schedules, shift assignments, sectional assignments or holiday work.

2. In the case of equal seniority, preferences will be given to qualified veterans before non-veterans.

3. Seniority for all purposes is defined in accordance with New Jersey Department of Personnel Rules and Laws.

4. To the extent practicable and subject to the provisions contained in the New Jersey Department of Personnel Rules and Regulations, promotions to a higher grade shall be made from personnel serving in lower category who can demonstrate their qualifications for appointment. The employee's progress reports shall be reviewed and considered prior to the making of a promotional appointment.

5. Everything else being equal, seniority shall be taken as a consideration in granting promotion to jobs within the unit, and it is agreed that all temporary positions will be filled by the senior employee most qualified and able to do the work. The term "seniority" as used here is deemed to be continuous service as a regular employee, provided, that any interruption of such service by means of military service or of illness for which leave of absence or sick leave was granted shall be deemed continuous service, the transfer of any employee within the City's employ shall not affect the continuity of service for the purpose of this Paragraph.

6. Any newly employed employee within the bargaining unit shall be deemed a probationary employee following his/her regular appointment to a permanent position during his/her trial period of three (3) months. An employee may be disciplined or dismissed without recourse during the probationary period. Membership in the ESPA shall not be cause for such discipline or discharge.

7. In the event of lay-offs of employees, an employee shall be laid off by job classification according to his/her seniority in such job classification, if all other factors, including satisfactory work and ability (as determined by the Department Head or the board) are equal. The ESPA shall be given notice of proposed lay-offs and opportunity to discuss the lay-offs with the Department Head, the Board, or its designee concerned.

8. In the event of recall, the order of lay-off described above shall be reversed. The last employee laid off in his/her job classification shall be the first one recalled for such class. Notice of recall shall be certified or registered mail to the employee's last known address. Failure to answer a recall to work within seven (7) calendar days after the employee is requested to reported will be deemed a resignation.

9. In connection with matters such as overtime, work assignments, shift assignments, sectional assignment or holiday work, the "seniority" shall mean continuous service as a regular employee in the job title as set forth in Schedule "A" annexed hereto and made a part hereof. Each Department or Board shall maintain a seniority list of employees, copies of which shall be furnished to the ESPA. The City shall furnish to the ESPA any changes in the seniority list.

10. Overtime shall be assigned with each job title, division and department in order of preference as set forth in the seniority list prepared by the Department or the Board in question and subject to the reasonable requirements of the Department or the Board and to the ability of the employee to do the job as assigned. If an employee to whom an overtime assignment has been offered shall decline to accept that assignment, he or she will be deemed to have waived assignment until his/her turn is again reached. Any employee passed over for an overtime assignment for any other reason, including lack of ability to perform the job in question, will retain his/her preference on the seniority list for the balance of the term. It is expressly understood that nothing herein is deemed recognition of any right by any employee to refuse an overtime assignment in the event of an emergency or similar need. Further, in non-emergency situations, should the list have been exhausted without sufficient acceptance for the overtime assignment, the city may direct overtime work in its discretion.

**ARTICLE VIII**

**NON-DISCRIMINATION**

The City and the ESPA both agree that they shall not discriminate against any employee because of race, color, cred, religion, nationality, sex or ESPA membership.

**ARTICLE IX**

**JOB POSTING**

A permanent job opening or vacancy in title covered in the bargaining unit shall be posted on the bulletin boards for a period of ten (10) calendar days.



## ARTICLE X

### SALARY INCREASE

1. Salaries for Association Members shall be adjusted as follows:

(a) Effective July 1, 2010 through June 30, 2011, base salaries of the unit members shall be zero percent (0%). (See Schedule B).

(b) Effective July 1, 2011 through December 31, 2011, base salaries of the unit members shall be increased by one and one-half percent (1.5%). (See Schedule B).

(c) Effective January 1, 2012 through December 31, 2012, base salaries of the unit members shall be increased by one and one-half percent (1.5%). (See Schedule B).

(d) Effective January 1, 2013 through December 31, 2013, base salaries of the unit members shall be increased by two percent (2%). (See Schedule B).

2. The number of increments between the minimum and maximum salaries in the ranges set forth in Schedule B shall be ten (10). Commencing on January 1, 2014 and on every January 1 of each calendar year thereafter, ESPA members shall receive an increment increase in his/her salary equal to one-tenth (1/10) of the salary range for his/her job title which is set forth in Schedule A until the ESPA member is paid the maximum amount set forth in the applicable salary range. If an ESPA member receives an overall rating of not meeting expectations on an annual performance evaluation, then the City may withhold the employee's increment for the following calendar year. Failure to conduct or provide an evaluation shall not be a basis to withhold an increment increase.

#### East Orange Water Commission Unit Members

3. (a) As of July 1, 1996 and January 1, 1997, all fulltime employees will be entitled to receive their normal increment earned during the year, subject to the usual conditions accompanying said increments and the earning thereof.

(b) The ESPA acknowledges that the amount of such increments represents an additional cost to the Board for salary increments.

4. The Board reserves the right to determine salary ranges in accordance with the above.

5. The Board of Water Commissioners agrees that if it adds new or amended titles to the units that are clearly managerial or supervisory, it agrees that within thirty (30) days it will:

- (a) Notify the ESPA;
- (b) Give a copy of any job specifications for the new or amended title to the ESPA; and
- (c) Advise the ESPA of the proposed hours of work, wages and other terms and conditions of employment established for the title.

The Board further agrees, if requested by the ESPA within thirty (30) days after notification to the ESPA as provided above, to schedule a meeting to review whether or not the new or amended title should be included in the unit, and if so included, to negotiate any disputes which may exist regarding such negotiable issues as appropriate wage rates. It is the intention of the parties to reach mutual agreement in the inclusion of new or amended titles that appropriately belong to the unit without the necessity of institution of proceedings at PERC, and it is their further intention to use wage scales for existing titles as a basis to determine the appropriateness of the wage rate established for such new or amended titles.

6. The Board stands behind the City's current agreement to pay ESPA employees the ten (10) days of deferred pay when the ESPA employee leaves. This will include longevity applicable at the time the employee leaves the Water Department, and will be at the employee's highest regular rate of pay to the date of separation.

7. All employees currently employed with the East Orange Water Commission shall receive tuition reimbursement. The Board will reimburse tuition as set forth below for successfully completed full year classes or courses of study which, in the reasonable discretion of the EOWC, are related to the water industry business, current work or possible future with the EOWC. Undergraduate courses tuition will be reimbursed at the rate of 75% for a grade of "C"; 85% for a grade of "B"; and 100% for a grade of "A."

- (a) Graduate work credited toward a Masters Degree shall be reimbursed 100% in consideration of a written commitment by the student/employee to remain with the EOWC for two (2) years should the EOWC determine to retain the services of the student/employee for such two (2) year period, but this agreement is not a guarantee of employment for this period. Termination by the EOWC prior to completion of this commitment, except for cause, shall imply waiver of tuition reimbursement payback obligations for the student/employee.
- (b) Graduate work credited toward a Doctoral Degree shall be reimbursed 100% in consideration of a written commitment by the student/employee to remain with the EOWC should the EOWC determine to retain the

services of the student/employee for a five (5) year period, but this agreement is not a guarantee of employment for this period. Termination by EOWC prior to completion of this commitment, except for cause, shall imply waiver of tuition reimbursement payback obligations for the student/employee.

## ARTICLE XI

### VACATIONS

1. Every probationary employee after a minimum period of three (3) consecutive months, and every permanent employee, shall be entitled to vacation according to the following schedules:

Paid working days of vacation for a total time of service:

(a) Initial year of employment – one (1) working day for each month of paid service for the remainder of the calendar year following date of employment, probationary or permanent. A fraction of a month shall be considered as a full month for this provision;

(b) One (1) year to five (5) years, inclusive – twelve (12) working days of vacation per year;

(c) Six (6) years to ten (10) years, inclusive – seventeen (17) working days of vacation per year;

(d) Eleven (11) years to fifteen (15) years, inclusive – seventeen (17) working days of vacation per year;

(e) Sixteen (16) years to nineteen (19) years, inclusive – nineteen (19) working days of vacation per year;

(f) Twenty (20) years to twenty-four (24) years, inclusive – twenty-three (23) working days of vacation per year;

(g) Twenty-five (25) years to twenty-nine (29) years, inclusive – twenty-six (26) working days of vacation per year;

(h) Thirty (30) years and over – twenty-eight (28) working days of vacation per year.

2. Vacations shall be taken at such time and for such term as the responsible Department Head shall determine is in the best interests of the City; provide, that where during any calendar year, following the initial year of hiring, an employee has not received a vacation time to which he or she is entitled because of pressure of City business, then the vacation shall accumulate and be granted no later than the end of the next succeeding calendar year.

3. On January 1 of the calendar year next succeeding the year in which his/her employment commenced, the employee will be deemed as having one (1) year of service for the purpose of determining his/her position on the vacation schedule.

4. All Library employees shall be entitled to vacation according to the following schedule:

(a) Less than one year – one day per month of work.

(b) Upon completion of one year of service – eighteen (18) working days of vacation per year.

(c) Upon completion of two years of service – twenty-four (24) working days of vacation per year.

(d) Upon completion of Twenty-five (25) years of service – twenty-six (26) days of vacation per year.

Holidays in a vacation period are not counted as working days; they are in addition to the vacation period.

5. In the Library, for vacation purposes, the work-year is counted from January 1 through December 31. Vacations may be taken at any time during the year, and in as many parts as are desirable, with the approval of the Department Head and the Assistant Director.

6. For Library employees, vacation requests should be sent to the Assistant Director, in triplicate, as follows:

(a) vacation requests June through September by April 15;

(b) vacation requests October through January by September 15; and

(c) all other times - one (1) week in advance.

7. For Library employees, vacation requests once approved shall not be altered by requests made by more senior employees.

8. Employees shall receive payment for earned vacation leave upon separation from employment, with payment to the employee's estate in the event of his/her death.

## ARTICLE XII

### HOLIDAYS

1. The following days shall be paid holidays with pay to employees actively on the payroll at the time of the holiday:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

If a holiday falls on a Sunday, it shall be observed on the following Monday. Of one of the foregoing falls on a Saturday, it shall be observed on the preceding Friday.

2. To receive holiday pay an employee must be on the active payroll and not on a leave of absence without pay.

3. The Library shall recognize the holidays set forth in paragraph 1 except Christmas shall be a two day holiday, and the day after Thanksgiving will be a regular workday.

(a) The week of July 4 will be a four (4) day workweek.

(b) The Library will close on the Saturday before Labor Day.

4. All Library salaried staff will be paid for the listed holidays; part-time staff shall receive holiday pay pro-rated for holidays when the Library is closed.

5. For Library Employees, holidays falling within a vacation period are not counted as part of vacation allowance; they are in addition to the vacation period.

6. During holidays, the Library may utilize hourly employees to staff up to one-half ( $\frac{1}{2}$ ) the time necessary for operations. Employees will be given the option to work one-half ( $\frac{1}{2}$ ) day assignments. Should an employee work a full day, lunch will be limited to one-half ( $\frac{1}{2}$ ) hour and employees shall be compensated accordingly.

7. Holiday Time:

If an ESPA member is required to work on a holiday set forth in paragraph 1, he/she shall earn Holiday Time. Employees shall be compensated for Holiday Time in one of the following manners at the employee's discretion: (1) At the rate of time and

one-half in compensatory time off; (2) compensatory time off in addition to half pay; or (3) time and one-half pay.

## ARTICLE XIII

### SICK LEAVE

1. Existing sick leave practices will be maintained.

2. On or about July 1 and September 1 of each year, the accumulated sick time and vacation time remaining to employees on such dates will be posted. If feasible, it is intended that this information will appear on the employee's pay stubs.

3. After an employee has utilized all his/her earned accumulated sick leave, an additional sick leave of absence with pay or part pay not to exceed one (1) year's duration may be granted, upon recommendation by the Department Head and with the approval of the Mayor and the City Council by resolution, to any permanent employee disabled either through injury or illness not as a result of or arising from his/her respective employment, where the employee's disability is of such severity and duration that he/she will require such extended special sick leave. The Department Head shall make such a recommendation only after presentation of satisfactory evidence of the nature of disability and of its severity and duration, and after considering factors showing good reasons for such special leave, including, among other things, the length of service of the employee, the employee's performance on the job, and the absence of any continued prior abuse of sick leave on the part of the employee. The recommendation of the Department shall be delivered to the ESPA within five (5) days after the date of such recommendation or final decision.

#### 4. Supplemental Compensation upon Retirement

(a) Each employee shall be entitled, upon retirement for service and age or disability from a state-administered retirement system, to receive a lump sum payment for earned and unused accumulated sick leave which is credited to him or her on the effective date of his/her retirement in the manner and to the extent provided for herein. An employee who elects a deferred retirement benefit shall not be eligible for supplemental compensation payment. Only employees who have accumulated sick leave days of one hundred (100) or more shall be entitled as of right to receive the lump sum payment provide for in this Agreement.

(b) Such supplemental compensation payment shall be computed at the rate of one-half ( $\frac{1}{2}$ ) of the eligible employee's daily rate of pay for each day earned and unused accumulated sick leave based upon the employee's average annual compensation received during the last year of his/her employment prior to the effective date of his/her retirement, provided, however, that no such lump sum supplemental compensation payment shall exceed \$15,000. Each member who has accumulated sick leave days of one hundred (100) or more and has completed ten (10) years or more service shall be entitled to receive full lump sum payment of accumulated sick leave, not to exceed one-half ( $\frac{1}{2}$ ) of the member's annual base salary excluding longevity. Employees who become ESPA members after the date of the execution of



this Agreement, shall be eligible for no more that \$15,000 in supplemental compensation pursuant to this provision.

(c) The lump sum supplemental compensation provided for accumulated sick days shall in no way affect, increase or decrease any pension or retirement benefit to such retired employee.

(d) An employee who incurs a separation in service for any reason except that due to temporary lay-off shall have his/her accumulated sick leave computed only from the date of return to employment.

(e) Notice of intention to claim the benefits provided herein must be made in writing to the City on or before November 1 of the year prior to the year in which the retirement becomes effective. In the event an employee fails to give notice by November 1 for the reason that such employee has not at that time determined to retire, but subsequently, due to some unforeseen reason such employee is compelled to retire, the employee shall give notice of the condition causing the retirement as soon as possible. In the event such employee demonstrated valid reason to waive the November 1 notice date, he or she will receive the benefit to the year following the retirement.

#### 5. Donated Leave Program

The City will provide a donated leave program in accordance with the rules and regulations as established by the New Jersey Department of Personnel.

## ARTICLE XIV

### CALL-IN PAY

#### City of East Orange Unit Members:

1. An employee called into work outside his/her regularly scheduled hours shall be granted four (4) hours work at his/her regular straight time pay rate.

2. The call-in provisions shall not apply when an employee is notified during his/her working hours to report to work outside his/her regularly scheduled hours or when an employee is scheduled in advance to work at an assignment outside of his/her normal tour of duty, or where an employee is called to report early for his/her regular shift.

#### East Orange Water Commission Unit Members:

1. An employee called into work outside his/her regularly scheduled hours shall be guaranteed four (4) hours work at his/her regular straight time pay rate. However, if an employee works beyond the four (4) hours, the rate of pay will be increased to time and one-half (1½) the regular rate of pay from the first hour. If the employee works beyond the seventh hour, the rate of pay will be two times the regular rate of pay from the eighth hour.

2. The call-in provisions shall not apply when an employee is notified during his/her working hours to report to work outside his/her regularly scheduled hours of when an employee is scheduled in advance to work at an assignment outside of his/her normal tour of duty, or where an employee is called to report for his/her regular shift.

3. Effective July 1, 2006, the stand-by rate shall be increased from \$16.50 to \$17.00 per weekday, and from \$25.00 to \$28.20 per Saturday, Sunday, or holiday.

4. With the approval of management or supervisor, ESPA members may exchange shifts within a five (5) day period if extended duty is necessary on any one shift.

5. Any ESPA employee whose duties would be as well or more efficiently accomplished by using flex time may use flex time with the approval of the Business Administrator.

## ARTICLE XV

### TEMPORARY LEAVES WITH PAY

1. (a) Permanent employees covered by this Agreement shall be entitled to receive three (3) days leave of absence with pay during the contract year to attend to necessary personal business. Library employees shall be entitled to receive four (4) Personal Days, annually.

(b) Requests for such leave must be filed in advance except for emergencies, at least forty-eight (48) hours prior to the requested day with the Department Head on a form prescribed by the City. All leaves shall be approved by the Department Head. No personal leave day with pay shall be granted immediately before or after any holiday and the granting of any personal leave day shall be subject to scheduling adjustments of the Department as determined by the Department Head.

(c) Any personal leave day not used by an employee shall not accumulate from year to year.

(d) Library employees are entitled to use of Personal Days in conjunction with "Holiday Time," Vacation (provided no single period exceeds twenty-four (24) working days), or Sick Leave.

2. (a) Leave with pay not to exceed five (5) days shall be permitted where such absence is due to an necessitated by death or spouse, or parent or child of the employee, and with pay not to exceed three (3) days shall be permitted where such absence is due to an necessitated by death of another member of the immediate family of the employee. This leave must be taken in close proximity to the date of the death of the spouse, parent, or child, or other member of the immediate family.

(b) The term "other member of the immediate family" utilized herein shall mean brother, sister, mother-in-law, or father-in-law, wherever residing, or other near relative residing with the employee as part of a common household.

(c) Leave with pay of one (1) day shall be permitted where such absence is due to and necessitated by death of a grandparent of the employee, provided that in the discretion of the Department Head, leave with pay for such purpose may be extended to a total of three (3) days where necessitated by distance. This leave must be taken in close proximity to the date of death of the grandparent and is intended to be for the purpose of attending the funeral and/or making funeral arrangements, as is the leave provided for in Paragraph 2(a) above.

## **ARTICLE XVI**

### **OVERTIME AND LIBRARY HOURS OF WORK**

1. Whenever an employee works in excess of his/her regular workweek, thirty-five (35) hours per week or forty (40) hours per week, whichever is applicable, he/she shall receive pay for the hours worked in excess of such regular workweek at the overtime rate of time and one-half (1½) or double-time, whichever is applicable.

2. Whenever an employee works in excess of his/her regular workday more than seven (7) hours for thirty-five (35) hours per week employee or eight (8) hours for forty (40) hours per week employee, he/she shall receive pay for each hour worked in excess of the regular workday at one-half (½) times the employee's regular hourly rate.

3. Any employee covered by the Fair Labor Standards Act (FLSA) of 1985 may request compensatory time off in lieu of immediate payment, in accordance with the terms of the FLSA and regulations promulgated thereunder.

4. One (10) supervisory employee within the Sewer Division of the Department of Public Works shall serve on stand-by duty each week, 7:00 a.m. Monday through 7:00 a.m. the following Monday in order to respond to emergencies related to the City sewage system. Each employee serving on stand-by shall be provided a paging unit and shall receive a stipend of one Hundred dollars (\$100.00) for each week served on stand-by. While on stand-by, the employee shall be available on twenty-four (24) hour basis to respond to any emergency call within approximately thirty (30) minutes of receipt of such call.

5. Library personnel shall have their hours of work governed as follows:

- (a) Library personnel shall work a seven and one-half (7½) hour day, and a thirty-seven and one-half (37½) hour week. Staff members may be called upon to work evenings and Saturdays, with time off during the week of the Saturday worked.
- (b) If Library personnel is required to work on a holiday during which the Library is closed or on a Sunday, the Library personnel shall be paid at time and one-half (1½).
- (c) Personnel scheduled to work during an event from 1:00 p.m. until 9:00 p.m. or on Saturday from 9:00 a.m. to 5:00 p.m., then seven (7) hours worked shall be considered to be seven and one-half (7½) hours worked for that day. If the Library personnel who is scheduled to work such an event is ill on that day, they are debited for a full day. In emergencies, split schedules to cover a night schedule will be credited for the full-day rate.

**ARTICLE XVII**

**SHIFT PAY DIFFERENTIAL**

1. Those employees of the city who are regularly assigned to the second shift (4:00 p.m. to midnight) shall receive seven and one-half percent (7½%) shift differential over and above the employee's salary for all hours worked on such shift.

2. Those employees of the City who are regularly assigned to the third shift (11:00 p.m. to 7:00 a.m. or midnight to 9:00 a.m.) shall receive a ten percent (10%) shift differential over and above the employee's salary for all hours worked on such shift.

**ARTICLE XVIII**

**STRIKES AND LOCK-OUT**

It is agreed that the ESPA and the employees, or either of them, shall not call or engage in a strike or threats thereof for any cause whatsoever, nor shall the ESPA or any of its employees cause or participate in any cessation of work, a slow down, work stoppage or interference of any kind with the City's operations, and the City shall not institute a lock-out.

**ARTICLE XIX**

**EFFECTIVE LAWS**

The City, the Board and ESPA understand and agree that all provisions of this Agreement are subject to law. In the event that any provisions of this Agreement shall be rendered illegal or invalid under any applicable law or regulation, such illegality or invalidity shall affect only the particular provision concerned, which shall be deemed of no force and effect, but shall not affect the remaining provisions of this Agreement.

**ARTICLE XX**

**WORK OF A HIGHER TITLE**

In the event any employee is assigned temporarily for a period of over one (1) month to a higher title and higher paid position, the City agrees to file a CS6 Form in accordance with New Jersey Department of Personnel Rules and Regulations.



**ARTICLE XXI**

**BULLETIN BOARDS**

1. The ESPA shall be permitted to use any space than available on the existing Bulletin Board in each Department for the posting of notices as to ESPA meetings. Copies of such material shall be given to the Department Head or Manager prior to posting for his/her approval.

2. ESPA shall have reasonable use of Main Library's official Bulletin Board space. The ESPA shall have to option to have a bulletin board erected in a conspicuous place in each Department and at each work site location. Prior approval of the Department Head will not be required for the ESPA to place materials on the ESPA Bulletin Boards.

## ARTICLE XXII

### HEALTHCARE

1. The parties agree to cooperate in the furtherance of a healthcare plan that is applicable to all of the bargaining units, including health retirement benefits.

2. If the cooperative healthcare plan fails to materialize with the other bargaining units, the City shall reopen and/or continue negotiation with this bargaining unit as it relates to these improved healthcare, dental insurance plans, and health retirement benefits.

3. All employees covered by this Agreement and their families shall be entitled to all present insurance benefits as follows: Blue Cross/Blue Hospitalization and Blue Shield Medical/Surgical Plans [including Rider "J"], and Major Medical insurance, the full payment of which shall be paid by the City.

- (a) Effective upon thirty (30) days notice, the City shall provide a co-pay prescription plan for each covered employee and his/her dependents enrolled in the POS plans as follows: \$10.00 for generic prescriptions and \$15.00 for brand name prescriptions for a 30-day supply.
- (b) Effective upon thirty (30) days notice, the City shall provide a co-pay mail order prescription plan for each covered employee and his/her dependents enrolled in the POS plans as follows: \$10.00 for generic prescriptions and \$15.00 for brand name prescriptions for a 90-day supply.
- (c) Effective upon thirty (30) days notice, the employees enrolled in the Single Plan shall contribute \$40 per month to the monthly rate.
- (d) Effective upon thirty (30) days notice, the employees enrolled in the Husband/Wife, Parent/Child, and Family Plans shall contribute \$50 per month to the monthly rate.
- (e) Effective upon thirty (30) days notice, the employees enrolled in the POS Plans shall pay a deductible of \$250 per person and \$500 per family for out-of-network coverage.
- (f) Effective upon thirty (30) days notice, the employees enrolled in the POS Plans shall pay \$15 for each office visit. Eligible employees retiring after the execution of this agreement who enroll in the Direct Access Plan shall pay a deductible of \$250.00 per person and \$500.00 per family.
- (g) Eligible employees retiring after the execution of the agreement, who enroll in the Direct Access Plan shall pay \$15 for each office visit.

(h) Members currently enrolled in the Traditional Plan shall migrate to a POS Plan during the next open enrollment period.

(i) Within thirty (30) days of the execution and ratification by City Council, new hires shall only be eligible for enrollment in a POS Plan.

The parties agree that the city shall change the prescription provider from Caremark to Medco.

4. The AFLAC Plan will be adopted and the parties agree that the City will offer a payment for employees who annually elect to waive health insurance coverage in the following annual amounts:

Family	\$3500.00
Husband/Wife	\$3000.00
Parent/Child	\$2000.00
Single	\$1500.00

The amounts will be paid twice per year in July and December. Waiver of health benefits is intended only for employees who have health insurance through another source.

5. Those employees who choose to retire with twenty (20) or more years of service will receive a Point-of-Service/HMO Plan, which includes a prescription plan. This service will include a fifty percent (50%) contribution from the City of East Orange.

6. These health benefits begin automatically after the employee has worked for the City three (3) full months. The Administration Office should be immediately advised of any changes in marital or family status.

7. If available from the insurance carrier(s), all employees shall be given booklets for all health benefits.

8. The City will continue, for the term of the Agreement, to provide a 125 Cafeteria Plan.

9. (a) The City will provide a short-term disability plan with a benefit of 66.67% of the employee's weekly salary, not to exceed \$400 per week commencing on the 15<sup>th</sup> day of the accident/sickness for a 26-week benefit duration.

(b) The City will provide a long-term disability plan with a benefit of 60% of the employee's monthly salary, not to exceed \$1,000.00 per month commencing after the exhaustion of short-term disability for a 5-year maximum in accordance with the Plan's guidelines.

10. The City agrees to make available an Employee Assistance Plan. Utilization of this Plan shall remain confidential between the employee and the plan personnel, and utilization of the Plan services shall not be used against any employee.

## ARTICLE XXIII

### CLOTHING ALLOTMENT

1. The City shall supply and pay for each pair of safety boots, uniform or protective clothing for each designated employee who is required to wear same as a City of East Orange Water Commission employee.

2. Where appropriate, the City shall provide safety equipment to City or Water Commission and Library employees. If safety equipment requires replacement, the employee shall seek approval for the replacement of the safety equipment from the City or the Executive Director of the Water Commission or Library.

3. Employees who utilize safety equipment during the performance of their regular job duties and/or work out in the field shall receive annually:

- One (1) pair of safety shoes
- Three (3) sets of shirts and pants or at the employee's option one set of coveralls can be substituted for a shirt/pant set (coverall = one (1) shirt and one (1) pair of pants) and up to three (3) coveralls can be provided
- One (1) jacket which shall be provided every other year (in calendar years with an even number)

**ARTICLE XXIV**

**DENTAL INSURANCE**

The City and Board will continue to provide basic dental coverage for employees and their dependents. Members may continue to elect to participate in enhanced dental plans, and shall pay the difference between the current basic dental plan and the enhanced plans.

**ARTICLE XXV**

**EYECARE**

**East Orange Water Commission Unit Members:**

Effective upon execution of this Agreement, employees and members of their immediate family shall utilize the vision care program available through Blue Cross/Blue Shield POS.

## **ARTICLE XXVI**

### **POST-RETIREMENT HEALTHCARE PLAN**

#### **East Orange Water Commission Unit Members:**

The Post-Retirement Healthcare Plan adopted by this Agreement shall be the same plan which is agreed to between the Communications Workers of America (CWA) and the City of East Orange. At such time that the City adopts a program providing for such coverage, upon retirement of an ESPA member, the Board will pay for medical, dental, eye care and prescription benefits comparable to retirement health benefits offered by the City. The Board acknowledges the proposal by ESPA to provide benefits on retirement similar to current benefits, with the Board paying 100% of insurance costs for the number of years the ESPA employee was employed by the Water Commission, thereafter reducing the Water Commission contributions by ten percent (10%) per year for five (5) years until the Water Commission is paying fifty percent (50%) and the employee is paying fifty percent (50%) share. The Board has no objection in principle to such a program if it is adopted by the City of East Orange, and the Water Commission will match and comply with any such program adopted by the City.



**ARTICLE XXVII**

**DISABILITY INSURANCE**

**East Orange Water Commission Unit Members:**

1. Effective July 1, 1996, the Board agrees to institute a disability insurance program for employees, at least equivalent to the State Program, and pay the cost of the premiums. The Board will consult with the ESPA prior to making any changes in the insurance carrier or the insurance program.

2. The Board, through the Business Administrator will assist in processing claims for any ESPA employee to the full extent allowed by law in the event there is a problem receiving timely attention.

**ARTICLE XVIII**

**TRAVEL EXPENSE**

City of East Orange Unit Members:

1. The mileage allowance of use of an employee's automobile on City business shall be I.R.S. approved rate as of January 1 of each year. The monthly gasoline allowance will be increased by a proportionate amount.
2. Employees will also be reimbursed for the actual amount of any tolls they may need to pay while on City business.

**ARTICLE XXIX**

**LONGEVITY**

City of East Orange Unit Members:

1. All employees currently employed as of March 1, 2002 who have worked regularly twenty (20) or more hours per week after serving more than five (5) years shall be paid longevity payments as follows:

5 years of completed service	- 3% of base salary
10 years of completed service	- 5% of base salary
15 years of completed service	- 7% of base salary
20 years of completed service	- 9% of base salary
25 years of completed service	- 14% of base salary

2. All employees hired after March 1, 2002 and employed as of the date of the execution of this Agreement, shall receive longevity pursuant to the following formula:

10 years of completed service	- 2% of base salary
15 years of completed service	- 4% of base salary
20 years of completed service	- 6% of base salary
25 years of completed service	- 8% of base salary
30 years of completed service	- 10% of base salary

3. The longevity payments herein are to be considered part of remuneration for pension purposes, but not for other purposes, e.g., overtime or holiday pay.

4. Longevity payments shall be determined on the basis of the hereinabove schedule each year as of January 1 and July 1 and computed on the amount of the base salary paid to each employee for said year as fixed and determined in accordance with the annual salary resolution. Longevity payments to each employee paid on an hourly basis shall be computed each pay period and compute on the hourly rate during said year by the annual salary regulations.

5. Members hired by the City on or after the date of the execution of this Agreement, shall not receive any longevity payments.

East Orange Water Commission Unit Members:

1. All employees currently employed who have worked regularly twenty (20) or more hours per week after serving ore than five (5) years shall be paid longevity payment as follows:

3% after 4 years
6% after 8 years

9% after 12 years  
12% after 16 years  
15% after 20 years  
18% after 24 years

2. All employees hired after March 1, 2002 and employed as of the date of the execution of this CNA, shall receive longevity pursuant to the following formula:

10 years of completed service	- 2% of base salary
15 years of completed service	- 4% of base salary
20 years of completed service	- 6% of base salary
25 years of completed service	- 8% of base salary
30 years of completed service	- 10% of base salary

3. The longevity payments herein are to be considered part of remuneration for pension purposes, but not for other purposes, e.g., overtime or holiday pay.

4. Longevity payments shall be determined on the basis of the hereinabove schedule each year as of January 1 and July 1 and computed on the amount of the base salary paid to each employee for said year as fixed and determined in accordance with the annual salary resolution. Longevity payments to each employee paid on an hourly basis shall be computed each pay period and computed on the hourly rate during said year as fixed by the annual salary regulations.

5. Members hired by the City on or after the date of the execution of this Agreement, shall not receive any longevity payments.

6. "Service" as used herein is determined to be continuous as a regular employee, provided that any of the following shall not affect the continuity of service of the purpose of this schedule:

- (a) Military service;
- (b) Illness for which leave of absence or sick leave was granted with pay;
- (c) Temporary, involuntary separation from employment with the City within a one-year period.

7. Leave of Absence without Pay:

Any leave of absence without pay initiated at the request of the employee shall not be computed as a part of said five (5) years' continuous service. However, the periods of employment immediately preceding and immediately subsequent to such leave of absence shall be considered to be continuous service.

8. Resignation and Subsequent Re-Employment:

In the event of resignation of an employee and subsequent re-employment of said employee by the City, all periods of employment prior to the re-employment of said employee shall, after five (5) years of continuous service of such employee in computing the longevity pay to which such employee shall be entitled.

**ARTICLE XXX**

**MISCELLANEOUS**

1. The Board agrees to make reasonable efforts to provide and maintain a healthful and safe working environment.

2. (a) A personnel record file shall be kept by the Board for each employee, in which shall be retained a copy of all forms sent to the New Jersey Department of Personnel, all resolutions of the Board especially relevant to the particular position or employee (other than general salary ordinances and resolutions), employee's progress reports and employee's submittals, records of disciplinary proceeding and such information as is available pertaining to overtime. Tardiness, sick leave, vacation information and promotional recommendations.

(b) In an action against an employee, this file will be the only one utilized. All documents to be used in such action shall be signed by the employee indicating that he/she is aware of the documents being made a part of his/her personnel file.

3. Subject to specific approval by the Board, each ESPA employee shall be entitled to three (3) work days for training during the calendar year. This shall be limited to specifically job-related classes, such as water, computer or customer service classes, PEOSHA classes, professional development seminars or conferences, trade show, first aid classes, time management, business English, stress management, vendor seminars or demonstrations, etc. Where cost is involved for this training, all costs will be covered by the Board, subject to prior Board approval. A training committee of ESPA members and a member of the Administration will be set up to collect and disseminate information about available training classes and programs, including a dedicated bulletin board for advice of such opportunities. Additionally, the Board will make available three (3) laptop computers with standard office software, and necessary additional equipment as the Board deems necessary, to ESPA employees. The laptop computers shall remain the property of the Water Department and shall require a written receipt on file with an employee by the Business Administrator.

**ARTICLE XXXI**

**TERM OF AGREEMENT**

1. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

2. The term of this Agreement shall be from July 1, 2010 through December 31, 2013. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, it must notify the other party in writing no less than sixty (60) days prior to such expiration date.

3. This Agreement shall remain in full force and effect on a day-to-day basis during the collective negotiations between the parties extending beyond the date of expiration set forth herein, unless and until either party serves the other with written notice of termination by registered or certified mail, R.R.R. in which event the Agreement shall terminate five (5) days following receipt of such notice.

4. **IN WITNESS WHEREOF**, the parties have by their duly authorized representatives executed this Agreement as of the day and year first above written.

**ENGINEERING SUPERVISORY  
PERSONNEL ASSOCIATION**

**THE CITY OF EAST ORANGE,  
NEW JERSEY**

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**ATTEST**

**ATTEST**

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**EAST ORANGE BOARD OF  
WATER COMMISSIONERS**

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**ATTEST**

**ATTEST**

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**SCHEDULE A**

<b>TITLE</b>	<b>RANGE LEVEL</b>	<b>TITLE</b>	<b>RANGE LEVEL</b>
ASST COORDINATOR COMM DEVELOPMENT	1	ASST. PURCHASING AGENT	3
ASST. DIRECTOR, INSPECTIONS & LICENSING	1	ASST. STREET SUPT.	3
ASST. DIRECTOR, PROPERTY MAINT.	1	ASST. TREE SUPT.	3
ASST. HEALTH OFFICER	1	BLDG SUBCODE OFFICIAL	3
ASST. MUNICIPAL COMPTROLLER	1	CHIEF PUBLIC SAFETY COMMUNICATOR	3
ASST. MUNICIPAL ENGINEER	1	CLINICAL SUPERVISOR	3
ASST. PLANNING DIRECTOR	1	COORD., CHILDHOOD LEAD POISONING	3
CONSTRUCTION OFFICIAL	1	GEN. SUPVSR. OF TRAFFIC MAIN. OPER	3
DIRECTOR, COMMUNITY DEVELOPMENT	1	PAYROLL SUPERVISOR	3
PURCHASING AGENT	1	SUPERVISING GARAGE FOREMAN M/W	3
SUP LIBRARY TECH SERVICES	1	SUPT. WEIGHTS & MEASURES	3
SUPERINTENDENT WATER DISTRIBUTION	1	ASST. ENGINEER	4
ASST. COORD., COMMUNITY DEVELOPMENT	2	ASST. MUNICIPAL TREASURER	4
ASST.SUPT. OF RECREATION	2	ASST.SUPT.WEIGHTS & MEASURES	4
BUILDING SUPERINTENDENT	2	GARAGE ATTENDANT, FOREMAIL M/W	4
CHIEF CLERK, ENGINEERING	2	GREENS SUPT.	4
CHIEF MUNICIPAL COURT ADMINISTRATOR	2	MECHANICAL REPAIRER FOREMAN M/W	4
GARAGE SUPT.	2	MUN. SURVEY/SUPV. ENGINEER.DRAFTSMAN	4
MUNICIPAL ENGINEER	2	PARKS SUPERVISOR	4
NUTRITION PROGRAM COORDINATOR W/C	2	SEWER FOREMAN M/W	4
PARKS SUPT.	2	STREET FOREMAN M/W	4
PROJECT COORDINATOR, CONSTRUCTION	2	SUPERVISING ENGINEERING DRAFTSMAN	4
RECREATION MAINTENANCE SUPT.	2	SUPERVISION (STREETS)	4
SANITATION SUPT.	2	SUPERVISOR (SEWERS)	4
SENIOR ENGINEER	2	SUPERVISOR MAINTENANCE REPAIRER	4
SEWER SUPT.	2	SUPERVISOR METER REPAIRER	4
STREET SUPT.	2	SUPERVISOR WATER	4
SUPERVISOR OF LICENSING	2	SUPERVISOR WATER TREATMENT	4
TRAFFIC ENGINEER	2	TRAFFIC MAINTENANCE FOREMAN M/W	4
TREE SUPT.	2	TRAFFIC SIGNAL, FOREMAN M/W	4
ASST. MUN. TAX COLLECTOR	3	TREE FOREMAN M/W	4
ASST. PARKS MAINTENANCE SUPT.	3	ASST. SUPER. MAINTENANCE REPAIRER	5
ASST. PROJECT COORD., CONSTRUCTION	3	PROGRAM COORD., DRUG & ALCOHOL	5
ASST. SEWER SUPT.	3	REGISTRAR VITAL STATISTICS	5
ASST. SUPT. REFUSE COLLECTION	3		
ASST. TRAFFIC ENGINEER	3		
COORDINATOR, SENIOR SERVICES	3		



**SCHEDULE B**

**RANGE TABLE July 1, 2010 - June 2011- Percent Increase of 0.0%**

<b>Levels</b>	<b>Minimum</b>	<b>Maximum</b>
1	\$88,760.52	\$100,818.46
2	\$81,622.36	\$93,679.16
3	\$71,760.08	\$83,816.88
4	\$61,898.94	\$73,955.74
5	\$50,000.00	\$62,000.00

**RANGE TABLE July 1, 2011 - Dec. 31, 2011- Percent Increase of 1.5%**

<b>Levels</b>	<b>Minimum</b>	<b>Maximum</b>
1	\$90,091.93	\$102,330.74
2	\$82,846.70	\$95,084.35
3	\$72,836.48	\$85,074.13
4	\$62,827.42	\$75,065.08
5	\$50,750.00	\$62,930.00

**RANGE TABLE Jan. 1, 2012 - Dec. 31, 2012- Percent Increase of 1.5%**

<b>Levels</b>	<b>Minimum</b>	<b>Maximum</b>
1	\$91,443.31	\$103,865.70
2	\$84,089.40	\$96,510.61
3	\$73,929.03	\$86,350.25
4	\$63,769.84	\$76,191.05
5	\$51,511.25	\$63,873.95

**RANGE TABLE Jan. 1, 2013 - Dec. 31, 2013- Percent Increase of 2.0%**

<b>Levels</b>	<b>Minimum</b>	<b>Maximum</b>
1	\$93,272.17	\$105,943.01
2	\$85,771.18	\$98,440.82
3	\$75,407.61	\$88,077.25
4	\$65,045.23	\$77,714.87
5	\$52,541.48	\$65,151.43

**SCHEDULE A**

<b>TITLE</b>	<b>RANGE LEVEL</b>	<b>TITLE</b>	<b>RANGE LEVEL</b>
ASST COORDINATOR COMM DEVELOPMENT	1	ASST. PURCHASING AGENT	3
ASST. DIRECTOR, INSPECTIONS & LICENSING	1	ASST. STREET SUPT.	3
ASST. DIRECTOR, PROPERTY MAINT.	1	ASST. TREE SUPT.	3
ASST. HEALTH OFFICER	1	BLDG SUBCODE OFFICIAL	3
ASST. MUNICIPAL COMPTROLLER	1	CHIEF PUBLIC SAFETY COMMUNICATOR	3
ASST. MUNICIPAL ENGINEER	1	CLINICAL SUPERVISOR	3
ASST. PLANNING DIRECTOR	1	COORD., CHILDHOOD LEAD POISONING	3
CONSTRUCTION OFFICIAL	1	GEN. SUPVSR. OF TRAFFIC MAIN. OPER	3
DIRECTOR, COMMUNITY DEVELOPMENT	1	PAYROLL SUPERVISOR	3
PURCHASING AGENT	1	SUPERVISING GARAGE FOREMAN M/W	3
SUP LIBRARY TECH SERVICES	1	SUPT. WEIGHTS & MEASURES	3
SUPERINTENDENT WATER DISTRIBUTION	1	ASST. ENGINEER	4
ASST. COORD., COMMUNITY DEVELOPMENT	2	ASST. MUNICIPAL TREASURER	4
ASST.SUPT. OF RECREATION	2	ASST.SUPT.WEIGHTS & MEASURES	4
BUILDING SUPERINTENDENT	2	GARAGE ATTENDANT, FOREMAIL M/W	4
CHIEF CLERK, ENGINEERING	2	GREENS SUPT.	4
CHIEF MUNICIPAL COURT ADMINISTRATOR	2	MECHANICAL REPAIRER FOREMAN M/W	4
GARAGE SUPT.	2	MUN. SURVEY/SUPV. ENGINEER.DRAFTSMAN	4
MUNICIPAL ENGINEER	2	PARKS SUPERVISOR	4
NUTRITION PROGRAM COORDINATOR W/C	2	SEWER FOREMAN M/W	4
PARKS SUPT.	2	STREET FOREMAN M/W	4
PROJECT COORDINATOR, CONSTRUCTION	2	SUPERVISING ENGINEERING DRAFTSMAN	4
RECREATION MAINTENANCE SUPT.	2	SUPERVISION (STREETS)	4
SANITATION SUPT.	2	SUPERVISOR (SEWERS)	4
SENIOR ENGINEER	2	SUPERVISOR MAINTENANCE REPAIRER	4
SEWER SUPT.	2	SUPERVISOR METER REPAIRER	4
STREET SUPT.	2	SUPERVISOR WATER	4
SUPERVISOR OF LICENSING	2	SUPERVISOR WATER TREATMENT	4
TRAFFIC ENGINEER	2	TRAFFIC MAINTENANCE FOREMAN M/W	4
TREE SUPT.	2	TRAFFIC SIGNAL, FOREMAN M/W	4
ASST. MUN. TAX COLLECTOR	3	TREE FOREMAN M/W	4
ASST. PARKS MAINTENANCE SUPT.	3	ASST. SUPER. MAINTENANCE REPAIRER	5
ASST. PROJECT COORD., CONSTRUCTION	3	PROGRAM COORD., DRUG & ALCOHOL	5
ASST. SEWER SUPT.	3	REGISTRAR VITAL STATISTICS	5
ASST. SUPT. REFUSE COLLECTION	3		
ASST. TRAFFIC ENGINEER	3		
COORDINATOR, SENIOR SERVICES	3		

**SCHEDULE A**

**SCHEDULE B**

**RANGE TABLE July 1, 2010 - June 2011- Percent Increase of 0.0%**

<b>Levels</b>	<b>Minimum</b>	<b>Maximum</b>
1	\$88,760.52	\$100,818.46
2	\$81,622.36	\$93,679.16
3	\$71,760.08	\$83,816.88
4	\$61,898.94	\$73,955.74
5	\$50,000.00	\$62,000.00

**RANGE TABLE July 1, 2011 - Dec. 31, 2011- Percent Increase of 1.5%**

<b>Levels</b>	<b>Minimum</b>	<b>Maximum</b>
1	\$90,091.93	\$102,330.74
2	\$82,846.70	\$95,084.35
3	\$72,836.48	\$85,074.13
4	\$62,827.42	\$75,065.08
5	\$50,750.00	\$62,930.00

**RANGE TABLE Jan. 1, 2012 - Dec. 31, 2012- Percent Increase of 1.5%**

<b>Levels</b>	<b>Minimum</b>	<b>Maximum</b>
1	\$91,443.31	\$103,865.70
2	\$84,089.40	\$96,510.61
3	\$73,929.03	\$86,350.25
4	\$63,769.84	\$76,191.05
5	\$51,511.25	\$63,873.95

**RANGE TABLE Jan. 1, 2013 - Dec. 31, 2013- Percent Increase of 2.0%**

<b>Levels</b>	<b>Minimum</b>	<b>Maximum</b>
1	\$93,272.17	\$105,943.01
2	\$85,771.18	\$98,440.82
3	\$75,407.61	\$88,077.25
4	\$65,045.23	\$77,714.87
5	\$52,541.48	\$65,151.43

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CITY OF EAST ORANGE  
AND

THE EAST ORANGE ENGINEERING SUPERVISORY PERSONNEL ASSOCIATION

The following is a Memorandum of Agreement for a Successor Collective Negotiations Agreement between the City of East Orange ("City") and the East Orange Engineering Supervisory Personnel Association ("ESPA"), which shall be in effect from July 1, 2010 through December 31, 2013. The parties shall acknowledge that this Agreement shall modify certain Articles and provisions of the parties' existing Collective Negotiations Agreement ("CNA") and Memorandum of Agreement (MOA), which collectively expired on June 30, 2010.

Underlined items constitute additions to the CNA and ~~strikeouts~~ constitute deletions.

It is understood and agreed that there shall be no changes in the existing terms and conditions of employment between the parties unless specified below:

1. Term of Agreement- The duration of this Agreement shall be from July 1, 2010 through December 31, 2013.

2. Preamble:

THIS AGREEMENT, made as of [dates of execution of CNA], by and between the City of EAST ORANGE, NEW JERSEY, EAST ORANGE PUBLIC LIBRARY BOARD OF TRUSTEES, and THE BOARD OF WATER COMMISSIONERS OF THE City of EAST ORANGE, NEW JERSEY hereinafter referred to as the "City", "Board", "Library" or the "Employer", and the ENGINEERING SUPERVISORY PERSONNEL ASSOCIATION OF EAST ORANGE, hereinafter referred to as the "ESPA."

3. Article X, Salary Increase: Paragraph 1 shall be deleted and replaced with the following. Paragraph 2 shall be added. The remaining paragraphs of the section shall be renumbered as is appropriate.

1. Salaries for Association Members shall be adjusted as follows:

- a. Effective July 1, 2010-June 30, 2011, base salaries of the unit members shall be zero percent (0%) (See Schedule B)
- b. Effective July 1, 2011- December 31, 2011, base salaries of the unit members shall be shall be increased by 1.5% (See Schedule B)
- c. Effective January 1, 2012 through December 31, 2012 base salaries of the unit members shall be increased by 1.5% (See Schedule B)
- d. Effective January 1, 2013 through December 31, 2013 base salaries of the unit members shall be increased by 2% (See Schedule B)

2. The number of increments between the minimum and maximum salaries in the ranges set forth in Schedule B shall be ten (10). Commencing on January 1, 2014 and on every January 1 of each calendar year thereafter, ESPA members shall receive an increment increase in his/her salary equal to one-tenth (1/10) of the salary range for his/her job title which is set forth in Schedule B until the ESPA member is paid the maximum amount set forth in the applicable salary range. If an ESPA member receives an overall rating of not meeting expectations on an annual performance evaluation, then the City shall withhold the employee's increment for the following calendar year. Failure to conduct or provide an evaluation shall not be a basis to withhold an increment increase.
4. Article XI Vacations: The following paragraphs shall be added to the Agreement.
  4. All Library employees shall be entitled to vacation according to the following schedule:
    - a) Less than one year -- one day per month of work.
    - b) Upon completion of one year of service -- eighteen (18) working days of vacation per year.
    - c) Upon completion of two years of service -- twenty-four (24) working days of vacation per year.
    - d) Twenty-five (25) years and over -- twenty-six (26) days of vacation per year.

Holidays in a vacation period are not counted as working days; they are in addition to the vacation period.
  5. In the Library, for vacation purposes, the work-year is counted from January 1 through December 31. Vacations may be taken at any time during the year, and in as many parts as are desirable, with the approval of the Department Head and the Assistant Director.
  6. For Library employees, vacation requests should be sent to the Assistant Director, in triplicate, as follows:
    - a) vacation requests June through September by April 15;
    - b) vacation requests October through January by September 15; and
    - c) all other times - one (1) week in advance.
  7. For Library employees, vacation requests once approved shall not be altered by requests made by more senior employees.

8. Employees shall receive payment for earned vacation leave upon separation from employment, with payment to the employee's estate in the event of his/her death.
5. Article XII: Holidays: The following paragraphs shall be added to the Agreement.
3. The Library shall recognize the holidays set forth in paragraph 1 except Christmas shall be a two day holiday, and the day after Thanksgiving will be a regular workday.
- a. The week of July 4 will be a four (4) day work week.  
b. The Library will close on the Saturday before Labor Day.
4. All Library salaried staff will be paid for the listed holidays; part-time staff shall receive holiday pay pro-rated for holidays when the Library is closed.
5. For Library Employees, holidays falling within a vacation period are not counted as part of vacation allowance; they are in addition to the vacation period.
6. During holidays, the Library may utilize hourly employees to staff up to one-half (½) the time necessary for operations. Employees will be given the option to work one-half (½) day assignments. Should an employee work a full day, lunch will be limited to one-half (½) hour and employees shall be compensated accordingly.
7. Holiday Time:  
If an ESPA member is required to work on a holiday set forth in paragraph 1, he/she shall earn Holiday Time. Employees shall be compensated for Holiday Time in one of the following manners at the employee's discretion: (1) At the rate of time and one-half in compensatory time off; (2) compensatory time off in addition to half pay; or (3) time and one-half pay.
6. Article XIII Sick Leave: Paragraph 4(b) shall be modified as indicated.
- (b) Such supplemental compensation payment shall be computed at the rate of one-half (½) of the eligible employee's daily rate of pay for each day earned and unused accumulated sick leave based upon the employee's average annual compensation received during the last year of his/her employment prior to the effective date of his/her retirement, provided, however, that no such lump sum supplemental compensation payment shall exceed \$15,000. Each member who has accumulated sick leave days of one hundred (100) or more and has completed ten (10) years or more service shall be entitled to receive full lump sum payment of accumulated sick leave, not to exceed one-half (½) of the member's annual base salary excluding longevity. Employees who become ESPA members after [date of execution of CNA], shall be eligible for no more than \$15,000 in supplemental compensation pursuant to this provision.

7. **Article XV Temporary Leaves With Pay:** Paragraph 1(a) shall be modified as indicated. Subparagraph 1(d) shall be added to the Agreement.

1. (a) Permanent employees covered by this Agreement shall be entitled to receive three (3) days leave of absence with pay during the contract year to attend to necessary personal business. Library employees shall be entitled to receive four (4) Personal Days, annually.

(d) Library Employees are entitled to use Personal Days in conjunction with "Holiday Time." Vacation (provided no single period exceeds twenty-four (24) working days), or Sick Leave.

8. **Article XVI Overtime and Library Hours of Work**

The following shall be added to the Agreement:

5. Library Personnel shall have their hours of worked governed as follows:

a. Library personnel shall work a seven and one-half (7½) hour day, and a thirty seven and one-half (37½) hour week. Staff members may be called upon to work evenings and Saturdays, with time off during the week of the Saturday worked.

b. If Library personnel is required to work on a holiday during which the Library is closed or on a Sunday, the Library personnel shall be paid at time and one-half (1½).

c. Personnel scheduled to work during an event from 1:00 p.m. until 9:00 p.m. or on Saturday from 9:00 a.m. to 5:00 p.m., then seven (7) hours worked shall be considered to be seven and one-half (7½) hours worked for that day. If the Library personnel who is scheduled to work such an event is ill on that day, they are debited for a full day. In emergencies, split schedules to cover a night schedule will be credited for the full-day rate.

9. **Article XXI Bulletin Boards:** The following paragraph shall be added to the Agreement and the Article shall be renumbered appropriately.

2. ESPA shall have reasonable use of Main Library's official Bulletin Board space. The ESPA shall have to option to have a bulletin board erected in a conspicuous place in each Department and at each work site location. Prior approval of the Department Head will not be required for the ESPA to place materials on the ESPA Bulletin Boards.



10. Article XXIII Clothing Allotment: Paragraph 1 shall be amended as follows. Paragraphs 2 – 3 shall be deleted in their entirety. Paragraph 4 shall be renumbered as 2 and revised as set indicated below. Paragraph 3 below shall be added.

1. ~~Effective July 1, 2004~~ The City shall supply and pay for each pair of safety boots, uniform or protective clothing for each designated employee who is required to wear same as a City of Water Commission Employee.
2. Where appropriate the ~~City~~ City shall provide for safety equipment to the City, Water Commission and Library employees. If safety equipment requires replacement, the employee shall seek approval for the replacement of the safety equipment from the City ~~of~~ or the Executive Director of the Water Commission or Library.
3. Employees who utilize safety equipment during the performance of their regular job duties and/or work out in the field shall receive annually:
  - One (1) pair of safety shoes
  - Three (3) sets of shirts and pants or at the employee's option one set of coveralls can be substituted for a shirt/pant set (coverall = one (1) shirt and one (1) pair of pants) and up to three (3) coveralls can be provided
  - One (1) jacket which shall be provided every other year (in calendar years with an even number)

11. Article XXIX- Longevity- Sections 2 under both subheadings (City and Water Commission unit members) shall be modified as follows. Paragraph 5 shall be added to the section

2. All employees hired after March 1, 2002 and employed as of [date of execution of CNA], shall receive longevity pursuant to the following formula:

10 years of completed service – 2% of base salary  
 15 years of completed service – 4% of base salary  
 20 years of completed service – 6% of base salary  
 25 years of completed service – 8% of base salary  
 30 years of completed service – 10% of base salary

5. City of East Orange Unit Members: add the following paragraph:  
Members hired by the City on or after [date of execution of CNA], shall not receive any longevity payments.

6. East Orange Water Commission unit Members: add the following paragraph:  
Members hired by the City on or after [date of execution of CNA], shall not receive any longevity payments.

12. Article XXXI- Term of Agreement: Shall be modified to reflect the dates upon which the agreement is ratified.

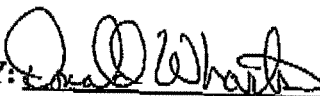
13. Schedule "A" shall be deleted in its entirety

14. Schedule "B" shall be designated as Schedule A and revised pursuant to the attached document.

It is expressly understood and agreed to by and between the parties that the within Agreement is expressly subject to and conditioned upon the City Council of the City of East Orange enacting the appropriate ordinances/resolutions necessary for approval and implementation of this Agreement, It is further conditioned upon ratification by the Union membership.

ENGINEERING SUPERVISORY  
PERSONNEL ASSOCIATION, INC.

THE CITY OF EAST ORANGE

BY:  4-4-13  
Donald Wharton, President

BY:   
Robert L. Bowser, Mayor

Data:Clients:East Orange:ESPA:Contract Negotiations:2010 Negotiations:Memos:Proposed ESPA MOA v6.doc

SCHEDULE A

TITLE	RANGE LEVEL	TITLE	RANGE LEVEL
SST COORDINATOR COMM DEVELOPMENT	1	ASST. PURCHASING AGENT	3
SST. DIRECTOR, INSPECTIONS & LICENSING	1	ASST. STREET SUPT.	3
SST. DIRECTOR, PROPERTY MAINT.	1	ASST. TREE SUPT.	3
SST. HEALTH OFFICER	1	BLDG SUBCODE OFFICIAL	3
SST. MUNICIPAL COMPROLLER	1	CHIEF PUBLIC SAFETY COMMUNICATOR	3
SST. MUNICIPAL ENGINEER	1	CLINICAL SUPERVISOR	3
SST. PLANNING DIRECTOR	1	COORD., CHILDHOOD LEAD POISONING	3
ONSTRUCTION OFFICIAL	1	GEN. SUPVSR. OF TRAFFIC MAIN. OPER	3
IRECTOR, COMMUNITY DEVELOPMENT	1	PAYROLL SUPERVISOR	3
URCHASING AGENT	1	SUPERVISING GARAGE FOREMAN M/W	3
UP LIBRARY TECH SERVICES	1	SUPT. WEIGHTS & MEASURES	3
UPERINTENDENT WATER DISTRIBUTION	1	ASST. ENGINEER	4
SST. COORD., COMMUNITY DEVELOPMENT	2	ASST. MUNICIPAL TREASURER	4
SST.SUPT. OF RECREATION	2	ASST.SUPT.WEIGHTS & MEASURES	4
UILDING SUPERINTENDENT	2	GARAGE ATTENDANT, FOREMAIL M/W	4
HIEF CLERK, ENGINEERING	2	GREENS SUPT.	4
HIEF MUNICIPAL COURT ADMINISTRATOR	2	MECHANICAL REPAIRER FOREMAN M/W	4
ARAGE SUPT.	2	MUN. SURVEY/SUPV. ENGINEER.DRAFTSMAN	4
UNICIPAL ENGINEER	2	PARKS SUPERVISOR	4
UTRITION PROGRAM COORDINATOR W/C	2	SEWER FOREMAN M/W	4
ARKS SUPT.	2	STREET FOREMAN M/W	4
OBJECT COORDINATOR, CONSTRUCTION	2	SUPERVISING ENGINEERING DRAFTSMAN	4
RECREATION MAINTENANCE SUPT.	2	SUPERVISION (STREETS)	4
INITATION SUPT.	2	SUPERVISOR (SEWERS)	4
NIOR ENGINEER	2	SUPERVISOR MAINTENANCE REPAIRER	4
OWER SUPT.	2	SUPERVISOR METER REPAIRER	4
REET SUPT.	2	SUPERVISOR WATER	4
UPERVISOR OF LICENSING	2	SUPERVISOR WATER TREATMENT	4
AFFIC ENGINEER	2	TRAFFIC MAINTENANCE FOREMAN M/W	4
EE SUPT.	2	TRAFFIC SIGNAL, FOREMAN M/W	4
ST. MUN. TAX COLLECTOR	3	TREE FOREMAN M/W	4
ST. PARKS MAINTENANCE SUPT.	3	ASST. SUPER. MAINTENANCE REPAIRER	5
ST. PROJECT COORD., CONSTRUCTION	3	PROGRAM COORD., DRUG & ALCOHOL	5
ST. SEWER SUPT.	3	REGISTRAR VITAL STATISTICS	5
ST. SUPT. REFUSE COLLECTION	3		
ST. TRAFFIC ENGINEER	3		
ORDINATOR, SENIOR SERVICES	3		

## SCHEDULE B

## RANGE TABLE July 1, 2010 - June 2011-

Percent Incre 0.0%

Levels	Minimum	Maximum
1	\$85,758.00	\$97,408.00
2	\$78,861.00	\$90,511.00
3	\$69,332.00	\$80,981.00
4	\$59,805.00	\$71,454.00
5	\$50,000.00	\$62,000.00

## RANGE TABLE July 1, 2011 - December 31, 2011- Percent Increa: 1.5%

Levels	Minimum	Maximum
1	\$87,044.37	\$98,869.12
2	\$80,043.92	\$91,868.67
3	\$70,371.98	\$82,195.72
4	\$60,702.08	\$72,525.81
5	\$50,750.00	\$62,930.00

## RANGE TABLE Jan. 1, 2012 - Dec. 31, 2012-

Percent Increa 1.5%

Levels	Minimum	Maximum
1	\$88,350.04	\$100,352.16
2	\$81,244.57	\$93,246.69
3	\$71,427.56	\$83,428.65
4	\$61,612.61	\$73,613.70
5	\$51,511.25	\$63,873.95

## RANGE TABLE Jan. 1, 2013 - Dec. 31, 2013-

Percent Increa 2.0%

Levels	Minimum	Maximum
1	\$90,117.04	\$102,359.20
2	\$82,869.47	\$95,111.63
3	\$72,856.11	\$85,097.22
4	\$62,844.86	\$75,085.97
5	\$52,541.48	\$65,151.43

**James T. Prusinowski, Esq. (021492001)**  
**TRIMBOLI & PRUSINOWSKI, L.L.C.**  
268 South Street  
Morristown, New Jersey 07960  
(973) 660-1095  
*Attorneys for ESPA*

---

Engineering Supervisory Employee Association,  
(ESPA)

and

City of East Orange

---

PUBLIC EMPLOYMENT  
RELATIONS COMMISSION

**PROOF OF SERVICE**

I, Carol R. Jardines, of full age, being duly sworn according to law, upon my oath deposes and says as follows:

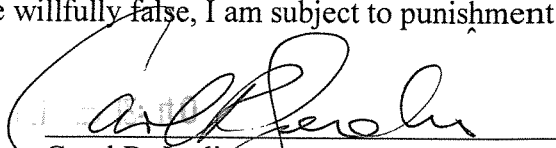
1. I am a secretary at the law firm of Trimboli & Prusinowski, LLC, and am fully familiar with the facts set forth herein.
2. On April 16, 2014, I caused an unfair practice charge and position statement on behalf of ESPA to be duly served via Federal Express upon:

Matthew Giacobbe, Esq.  
Cleary Giacobbe Alfieri & Jacobs  
169 Ramapo Valley Road  
Upper Level 105  
Oakland, New Jersey 07436

Khalifah Shabazz, Esq.  
City of East Orange  
44 City Hall Plaza  
East Orange, New Jersey 07017

3. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statement made by me are willfully false, I am subject to punishment.

2014 APR 16 11:31 AM



\_\_\_\_\_  
Carol R. Jardines

Dated: April 16, 2014