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AGREEMENT

BETWEEN

THE CITY OF EAST ORANGE, NEW JERSEY

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

EAST ORANGE PUBLIC LIBRARY BOARD OF TRUSTEES

- and -

THE ENGINEERING SUPERVISORY PERSONNEL
ASSOCIATION OF EAST ORANGE

January 1, 2014 – December 31, 2018

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INTRODUCTORY STATEMENT

It is the intention of both the City of East Orange, the Board of Water Commissioners of the City of East Orange, the East Orange Library Board of Trustees and the Engineering Supervisory Personnel Association 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 March _____, 2016 by and between the City of EAST ORANGE (the "City"), EAST ORANGE LIBRARY BOARD OF TRUSTEES (the "Library") and THE BOARD OF WATER COMMISSIONERS OF THE CITY OF EAST ORANGE (the "Board"), and the ENGINEERING SUPERVISORY PERSONNEL ASSOCIATION OF EAST ORANGE (the "ESPA") (Collectively referred to as the Parties).

ARTICLE I

RECOGNITION

1. The City, Library and Board hereby recognize the ESPA as the exclusive representative for collective negotiations concerning terms and conditions of employment for all employees employed by the City in supervisory positions, 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 Parties 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 15th 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 to 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 harmless from any damages or expenses, including attorney's fees, which may be incurred by the City, Library 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 with respect to 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 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 Board, 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 Board 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 Board employees 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 cost 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. Each Department of 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 each 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. Salaries for Association Members shall be adjusted as follows:
 - (a) Effective January 1, 2014 through December 31, 2014, base salaries of the unit members shall be zero percent (0%). (See Schedule A).
 - (b) Effective January 1, 2015 through December 31, 2015 base salaries of the ESPA members shall be increased by one and one-quarter percent (1.25%) (See Schedule A).
 - (c) Effective January 1, 2016 through December 31, 2016, base salaries of the ESPA members shall be increased by one and six tenths percent (1.6%) (See Schedule A).
 - (d) Effective January 1, 2017 through December 31, 2017, base salaries of the ESPA members shall be increased by two percent (2%). (See Schedule A).
 - (e) Effective January 1, 2018 through December 31, 2018, base salaries of the ESPA members shall be increased by two percent (2%). (See Schedule A).
2. The number of increments between the minimum and maximum salaries in the ranges set forth in Schedule A 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 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.
3. The number of pay periods shall be changed from twenty-six (26) to twenty-four (24) effective January 1, 2017.
4. Employees will receive electronic pay stubs for each individual pay period. All employees shall designate an email address to Human Resources to be used for receipt of the electronic pay stub, to guarantee the prompt transmittal of payroll records to all employees.
5. The City will pay members of the ESPA unit a one-time \$300.00 stipend no later than the second payroll after both parties' ratification of the Memorandum of Understanding entered in November 2015.

The Board of Water Commissioners Unit Members

6. (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.

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

8. The Board 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.

9. 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.

10. All employees currently employed with the Board 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 Board, are related to the water industry business, current work or possible future with the Board. 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 Board for two (2) years should the Board 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 Board 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 Board should the Board 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 the Board 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 fifteen (15) years, inclusive – seventeen (17) working days of vacation per year;

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

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

(f) Twenty-five (25) years and over, inclusive – twenty-five (25) working days of vacation per year;

(g) Employees with twenty-five (25) years to twenty-nine (29) years inclusive, with the City prior to January 1, 2016, shall be subject to the following schedule – twenty-six (26) working days of vacation per year;

(h) Employees with thirty (30) years and over with the City prior to January 1, 2016 shall be subject to the following schedule – 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; 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 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 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.

ARTICLE XII

HOLIDAYS

1. The following days shall be 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. 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.

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 (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.

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 or 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 (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 the date of the execution of this Agreement, shall be eligible for no more than \$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

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.

The Board of Water Commissioners of the City of East Orange 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 (7th) 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 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 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 (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 Dollars (\$100.00) for each week served on stand-by. While on stand-by, the employee shall be available on a 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 a 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, Board, Library 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. 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.

2. ESPA shall have reasonable use of Main Library's official Bulletin Board space. The ESPA shall have the 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. All employees and retirees shall continue to contribute to his/her health care coverage consistent with the terms of Chapter 78, P.L. 2011. All retirees shall receive the same level of health care benefits (including deductibles, co-pays and prescription co-pays) as provided to current employees.

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: \$5.00 for generic prescriptions and \$25.00 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 \$50.00 for brand name prescriptions for a 90-day supply.
- (c) Effective upon thirty (30) days notice, the employees enrolled in the POS Plans shall pay a deductible of \$250.00 per person and \$500.00 per family for out-of-network coverage.
- (d) Effective January 1, 2016, the employees enrolled in the POS Plan 1 shall pay \$20.00 co-pay for each office visit and a \$25.00 co-pay for each Specialist office visit.
- (e) Effective January 1, 2018, the employees enrolled in the POS Plan 1 shall pay \$25.00 co-pay for each office visit and a \$30.00 co-pay for each Specialist office visit.
- (f) Effective upon thirty (30) days notice, the employees enrolled in the POS Plans shall pay a \$125.00 co-pay per admission at a Hospital or "Skilled Nursing Facility."

- (g) Effective upon thirty (30) days notice, the employees enrolled in the POS Plans shall pay a \$75.00 co-pay for each out-patient surgery.
- (h) Effective upon thirty (30) days notice, the employees enrolled in the POS Plans shall pay a \$150.00 co-pay for each Emergency Room visit and a \$50.00 co-pay for Urgent Care office visits.
- (i) 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.
- (j) Eligible employees retiring after the execution of this Agreement, who enroll in the Direct Access Plan shall pay \$15.00 for each office visit.
- (k) 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	\$3,500.00
Husband/Wife	\$3,000.00
Parent/Child	\$2,000.00
Single	\$1,500.00

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 15th 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 or Board employee.

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

The Board of Water Commissioners of the City of East Orange 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

The Board of Water Commissioners of the City of East Orange Unit Members:

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 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

The Board of Water Commissioners of the City of East Orange 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 for 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. ESPA Members hired on or after the date of the execution of this Agreement, shall not receive any longevity payments.

The Board of Water Commissioners of the City of East Orange 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 payment as follows:

4 years of completed service	- 3% of base salary
8 years of completed service	- 6% of base salary
12 years of completed service	- 9% of base salary

16 years of completed service	- 12% of base salary
20 years of completed service	- 15% of base salary
24 years of completed service	- 18% 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 computed on the hourly rate during said year as fixed by the annual salary regulations.

5. Members hired 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 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.

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 or leaves 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.

SCHEDULE A

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.

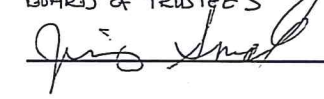

2. The term of this Agreement shall be from January 1, 2014 through December 31, 2018. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, it must notify the other party in writing no less than sixty (60) days prior to such 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
 _____  _____

ATTEST ATTEST
 _____  _____

EAST ORANGE PUBLIC LIBRARY BOARD OF TRUSTEES EAST ORANGE BOARD OF WATER COMMISSIONERS
 _____  _____
 ATTEST ATTEST

RANGE TABLE Jan. 1, 2014 - Dec. 31, 2014- Percent Increase of 0.0%

Levels	Minimum	Maximum
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

RANGE TABLE Jan. 1, 2015 - Dec. 31, 2015- Percent Increase of 1.25%

Levels	Minimum	Maximum
1	\$94,438.07	\$107,267.30
2	\$86,843.32	\$99,671.33
3	\$76,350.21	\$89,178.22
4	\$65,858.30	\$78,686.31
5	\$53,198.25	\$65,965.82

RANGE TABLE Jan. 1, 2016 - Dec. 31, 2016- Percent Increase of 1.6%

Levels	Minimum	Maximum
1	\$95,949.08	\$108,983.57
2	\$88,232.81	\$101,266.07
3	\$77,571.81	\$90,605.07
4	\$66,912.03	\$79,945.29
5	\$54,049.42	\$67,021.28

RANGE TABLE Jan. 1, 2017 - Dec. 31, 2017- Percent Increase of 2.0%


Levels	Minimum	Maximum
1	\$97,868.06	\$111,163.25
2	\$89,997.47	\$103,291.39
3	\$79,123.24	\$92,417.17
4	\$68,250.27	\$81,544.19
5	\$55,130.41	\$68,361.70

RANGE TABLE Jan. 1, 2018 - Dec. 31, 2018- Percent Increase of 2.0%

Levels	Minimum	Maximum
1	\$99,825.42	\$113,386.51
2	\$91,797.42	\$105,357.22
3	\$80,705.71	\$94,265.51
4	\$69,615.27	\$83,175.08
5	\$56,233.02	\$69,728.94

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/2014 thru 12/31/2018.

Employer: City of East Orange
County: Essex
Date: 9/11/2017
Name: William Senande
Print Name
Title: City Administrator/CFO

Signature