

**AGREEMENT  
BETWEEN  
THE TOWNSHIP OF SOUTH ORANGE VILLAGE  
AND  
TEAMSTERS LOCAL # 125**

**January 1, 2019 through December 31, 2023**

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## **PREAMBLE**

THIS AGREEMENT, made on the 31<sup>st</sup> day of January, 2021, by and between the TOWNSHIP OF SOUTH ORANGE VILLAGE, a municipality in the County of Essex, State of New Jersey, hereinafter referred to as the "Village" and Teamsters Local #125, hereinafter referred to as the "Union",

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Village and its employees and establish a basic understanding relative to rates of pay, hours of work, and other conditions of employment consistent with the law.

NOW, THEREFORE, in consideration of the promises, and mutual covenants herein contained, the parties hereto agree with each other with respect to the employees of the Village recognized as being represented by the Union as follows:

**ARTICLE 1**  
**UNION RECOGNITION**

The Union is the exclusive representative for the purpose of collective negotiations with respect to the terms and conditions of employment of all full-time clerical and blue-collar employees employed by the Village in the following titles:

Account Clerk  
Administrative Clerk  
Clerk-typist  
Senior Clerk Typist  
Climber  
Senior Climber  
Police Records Clerk  
Building Maintenance Worker  
Equipment Operator  
Laborer 1  
Laborer 2  
Mechanic  
Senior Mechanic  
Mechanics Helper  
Parks Maintenance Worker  
Police Records Clerk  
Senior Parks & Recreation Maintenance Worker  
Tree Maintenance Worker  
Truck Driver  
Code Enforcement Officer  
Code Enforcement Officer Trainee  
Public Safety Tele-communicator (Police Dispatcher) Trainee  
Public Safety Tele-communicators (Police Dispatcher)  
Receptionist  
Senior Public Safety Tele-communicator (Senior Police Dispatcher)

The workweek shall be defined as Sunday to Saturday.

Part-Time Employees who work less than thirty (30) hours per work week (defined as Sunday to Saturday) shall be excluded from the bargaining unit.

Part-Time Employees shall not regularly exceed the above weekly hours and shall not exceed 1,500 total annual hours. A Part-Time Employee who regularly works thirty (30) hours or more would be granted regular full-time status and receive all of the benefits outlined in this contract.

Seasonal Employees – Employees who work thirty (30) hours or more for more than six (6) months in any twelve (12) month period would then receive the contractual benefits of a regular full-time employee.

All former job titles that were removed due to shared service agreements shall be reinstated as union positions if agreements are no longer in effect.

All other titles that are not listed above are excluded from the union.

## **ARTICLE 2**

### **PROCEDURE FOR COLLECTIVE NEGOTIATIONS**

Section 1. Collective negotiations with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized negotiating agent of each of the parties.

Section 2. Collective negotiating meetings shall be held at times and places mutually convenient at the request of either party.

Section 3. Employees of the Village who may be designated by the Union to participate in collective negotiating meetings called for the purpose of the negotiation of an agreement shall be excused from their work assignments by the Village, when necessary, provided their absence would not seriously interfere with the operations of the Village.

Section 4. Ordinarily, not more than six (6) representatives of each party shall participate in collective bargaining meetings.

## **ARTICLE 3**

### **MANAGEMENT**

**Section 1.** The Village shall in no way be restricted in the exercise of the functions of management.

**Section 2.** The Village shall, at all times, subject to the applicable law, rules and regulations, have the right:

- a) to carry out the statutory mandate and goals assigned to a municipality;
- b) to utilize all Village personnel and equipment in the most appropriate and efficient methods and means possible;
- c) to take and direct the taking of all reasonable steps to improve productivity in all departments;
- d) to hire, promote, transfer, assign, train, and manage employees of the Village in positions within South Orange and in that regard to establish reasonable work rules and policies with provisions as in Movement Of Personnel Article;
- e) to suspend, demote, discharge or take other appropriate disciplinary action against an employee for just cause;
- f) to lay-off employees in the event there is a lack of work, funds or where there are conditions under which it would be inefficient and non-productive to continue such work.



## **ARTICLE 4**

### **DISCRIMINATION AND COERCION**

There shall be no discrimination, interference or coercion by the Village or any of its agents against any employees represented by the Union because of membership in or activity with the Union. The Union shall not intimidate or coerce employees into membership. Neither the Village nor the Union shall discriminate against any employee because of race, creed, color, age, sex, marital status, religion, national origin, political affiliation or any other class protected by law.

## **ARTICLE 5**

### **MAINTENANCE OF WORK OPERATIONS**

Section 1. In addition to any other restrictions under the law, there shall be no strikes, work stoppages, or slowdowns of any kind during the life of this Agreement. No officer or representative of the Union shall authorize, institute or condone any such activity, nor shall any employee participate in any such activity. The Village shall have the right to take disciplinary action, including discharge, against any employee participating in a violation of the provisions of this Article.

Section 2. The Village shall not, during the life of this agreement, cause a lockout.

## **ARTICLE 6**

### **MOVEMENT OF PERSONNEL**

The Village desires to maintain employment at a constant and consistent level. The Union recognizes, however, that the needs of the Village and its efficient operation may necessitate re-assignment of personnel or additions to or decreases in the workforce. The question of the reasonableness of any re-assignment of personnel is not subject to the Grievance Procedure hereinafter set forth in this Agreement.

## **ARTICLE 7**

### **UNION BUSINESS**

**Section 1.** The Village will recognize one (1) Chief Steward and two (2) Deputy Stewards. The Chief Steward is entitled to the following paid time off to conduct union business or to attend regular Teamsters Local 125 monthly meetings or training seminars: One and a half (1.5) days rolled over from 2019, five (5) days for the year 2020 and for each year thereafter. These days shall be converted into hours and used at the discretion of the Chief Steward. Other than the aforementioned days in 2019, no days will rollover.

**Section 2.** The two (2) Deputy Shop Stewards will be appointed at the discretion of the Chief Steward. They shall normally be appointed such that DPW, Village Hall/Baird and Police Employees each have either the Chief or a Deputy working in their department.

**Section 3.** The Union shall neither solicit members nor conduct any Union business on Village property during Village assigned working schedules of either the representatives of the Union or the employee involved, except for the following:

- 1) Collective negotiating
- 2) Time spent conferring with management on specific grievances as specified in the Grievance Procedure Article or in arbitration, as specified in the Arbitration Article.
- 3) Provided that the Village is notified upon arrival, a duly authorized Representative of Teamsters Local 125 shall be admitted to the premises of the Village on Union business and meet with unit employees on non-working time concerning enforcement and applicability of this Agreement and all terms and conditions of employment.
- 4) Observation of processes, machines, equipment or physical working conditions involved in a specific grievance when such observance can properly be conducted only during the working hours of the employee(s) involved, in which case, the observation will be held during standard working hours and not when employees are working on premium time.

Section 4. With the exception of contract negotiations, no more than one steward will be released from work with pay for attendance at grievance meetings, arbitrations, or hearings with the Village.

Section 5. There shall be bulletin board space at each work location for union business/postings.

**ARTICLE 8**  
**RULES AND REGULATIONS**

Section 1. The Village, in connection with its operation of the various departments and maintenance of discipline, may promulgate and enforce reasonable and just rules and regulations.

Section 2. Any employee or employees who shall refuse to comply with a rule or regulation, or who shall refuse to execute promptly and efficiently an instruction or order of a supervisor, shall be subject to discipline up to and including suspension or discharge.

**ARTICLE 9**  
**HOURS OF WORK**

**Section 1.** The standard work schedule for full-time regular employees of the Village is as follows:

- a) Office Personnel - the basic work week for office personnel shall consist of thirty-five (35) hours of work from Monday to Friday, inclusive. The basic workday shall consist of seven (7) hours of work per day exclusive of one (1) hour lunch period. The basic work day shall also include a morning break of fifteen (15) minutes, and an afternoon break of fifteen (15) minutes. The normal starting time shall be 8:30 a.m. and quitting time 4:30 p.m. but may be varied for seasonal operations or in emergencies.
  
- b) Public Works / Code Enforcement personnel – the basic work week for Public Works and Code Enforcement employees shall consist of forty (40) hours of work from Monday to Friday inclusive, and the basic workday shall consist of eight (8) hours of work per day exclusive of a one (1) hour lunch period. The normal starting time shall be 7:30 a.m. and quitting time 4:30 p.m. DPW Summer Hours (Memorial Day to Labor Day) shall be from 7:00 a.m. to 4:00 pm. These hours may be adjusted for seasonal operations or in emergencies.

The Village may modify the schedule of work hours to meet the needs of the Village and/or employee and to improve the productivity and efficiency of the department.

**Section 2.** No employee shall be required by the Village to be on stand-by status unless such employee is compensated by the Village during the period of such stand-by status in accordance with the terms and provisions of this Agreement.

Operators in the D.P.W., however, shall continue to perform weekend stand-by and shall receive pay for performance of said stand-by duties as follows:

\$290.00 per normal two (2) day weekend

\$435 per three (3) day holiday weekend

\$580 per four (4) day holiday weekend

The 4:30 p.m. (or 4:00p.m. seasonally) commencement times shall apply during three-day or four-day holiday weekends, and shall extend until 7:30 a.m. (or 7:00 a.m. seasonally) of the next business day.



## **ARTICLE 10**

### **OVERTIME**

**Section 1.** The Village agrees that overtime consisting of time and one-half (1 ½) of straight time pay shall be paid to all employees covered by this Agreement for time worked in excess of forty (40) hours in the standard work week. Payment of overtime to employees may be in compensatory time or cash at the option of the Employee. Compensatory time may be accrued not to exceed 120 hours maximum. Notwithstanding the foregoing, overtime work performed on holidays shall be paid for by the Village at two (2) times of straight pay besides any payment ordinarily scheduled to be received by the employee on the day in question. Such payment to be made as previously set forth.

**Section 2.** The Village further agrees that overtime consisting of straight time shall be paid to all employees covered by this Agreement whose basic work week consists of thirty-five (35) hours for time actually worked in excess of thirty-five (35) hours to forty (40) hours inclusive during the basic work week.

**Section 3.** Employees shall not be paid overtime unless such overtime is authorized by their supervisor.

**Section 4.** Overtime shall be equally distributed among those employees capable of performing the work to be done in their respective department as is reasonably practical.

**Section 5.** There shall be no pyramiding of overtime.

**ARTICLE 11**  
**LENGTH OF SERVICE PAY PLAN**

**Section 1** Employees hired on or before December 31, 1993 shall be compensated with longevity as follows:

Upon Completion of 5 yrs. of service	2% or \$200 whichever is greater
Upon Completion of 10 yrs. of service	4%
Upon Completion of 15 yrs. of service	6%
Upon Completion of 20 yrs. of service	8%
Upon Completion of 25 yrs. of service	10%

No employee shall receive length of service pay in excess of \$5,000 annually.

All eligible employees will have longevity included in their base salaries for the purposes of pension contribution. This will not change the amount of longevity pay that an employee is due to receive.

Employees hired on or after January 1, 1994 shall be compensated with longevity as follows:

Upon Completion of 7 yrs. of service	\$325.00
Upon Completion of 12 yrs. of service	\$650.00
Upon Completion of 17 yrs. of service	\$975.00
Upon Completion of 22 yrs. of service	\$1,300.00
Upon Completion of 27 yrs. of service	\$1,625.00

**Section 2.** Each employee shall qualify for the longevity increment on the date of the anniversary of his employment and such increment shall be paid from and after such date.

**Section 3.** In computing any overtime pay which may become due to any such employee, only the base pay shall be used.

**Section 4.** Employees hired on or after 1/1/2020 will no longer receive longevity pay.

## **ARTICLE 12**

### **JOB RELATED TRAINING/LICENSING**

Employees who use their own vehicle to attend training courses related to their position shall be compensated at the employee's discretion of either (1) the standard IRS Rate per mile or (2) travel time at straight time to/from the training location.

If the training course requires attendance outside of normal work hours, the employee shall receive overtime for the course duration in addition to the above travel time or mileage.

The Village shall pay all tuition costs, textbooks and/or lab fees of Village approved courses as required for their job title.

The Village will cover the cost of any license or certification fee, including renewal fees for any certification that any employee is required to have for their job title as long as it is pre-approved by the Village.

The Village will also cover the cost, at a Village contracted site, for the physical required by DPW employees to obtain their DOT Medical card for CDL licensing.

All employees hired in DPW on or after 1/1/2020 shall obtain a CDL within one (1) year of date of hire.

## **ARTICLE 13**

### **VACATIONS**

Section 1. Each permanent full-time employee who has had the length of continuous employment with the Village specified in the table following shall be entitled to the working time shown as a vacation with pay at his regular hourly rate of pay as of the week immediately prior to the start of such vacation.

#### **Employees Hired Prior to April 1, 1991**

<b><u>Years of Service</u></b>	<b><u>Vacation Allowance</u></b>
0 to 1 year of service worked	1 working day per month
5 completed to 9 completed years of service by June 30	15 working days
5 completed to 9 completed years of service by June 30	17 working days
10 completed to 14 completed years of service by June 30	19 working days
15 completed to 19 completed years of service by June 30	20 working days
20 completed years of service and above by June 30	25 working days

Employees Hired After April 1, 1991

Years of Service

Vacation Allowance

0 to 1 year of service	1 working day per month for each month worked
1 completed to 4 completed years of service by June 30	15 working days
5 completed to 9 completed years of service by June 30	17 working days
10 completed to 14 completed years of service by June 30	19 working days
15 completed years of service and above by June 30	20 working days

Section 2. Vacations will be scheduled as to not to interfere with the operations of the departments to which the employee is assigned, and vacations shall be taken within the year of entitlement.

Section 3. An employee who has resigned or has otherwise voluntarily separated from employment shall be entitled to the vacation allowance prorated on the basis of the number of months worked in the calendar year in which the separation becomes effective.

Section 4. If a conflict arises as to scheduling, the employee with the greater seniority shall be given his/her choice of vacation.

Section 5. Unused vacation days from the prior calendar year that are unable to be used due to Village operations or other extraordinary circumstances, may be carried over until March 31st of the succeeding year with Village approval.

Section 6. Any employee who has been terminated for cause shall forfeit any accrued, unused vacation time.

## **ARTICLE 14**

### **HOLIDAYS**

**Section 1.** The Village has designated the following days as holidays:

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

**Section 2.** Any of the aforementioned holidays which falls on a Saturday shall be celebrated the preceding Friday, or which falls on a Sunday shall be celebrated the following Monday for those employees covered by this Agreement who normally are entitled to be off duty for all holidays. If the State of New Jersey declares a day other than the preceding Friday or the following Monday to be celebrated for any of the aforementioned holidays which falls on a Saturday or Sunday, then the State declared holiday shall prevail in lieu of any such Friday or Monday.

## **ARTICLE 15**

### **POLICE DISPATCHERS**

It is understood that other than as set forth in this Article, the terms and conditions of employment for the Public Safety Tele-communicators (Police Dispatchers) will be the same as other members of this Negotiating Unit. Where there is a conflict, this Article controls. The specific articles that are amended for Police Dispatchers are set forth below.

#### **Hours Of Work**

The current schedule consists of four (4) days on, two (2) days off shifts with eight (8) hours per shift inclusive of a forty (40) minute meal period.

The current shift times are:

1st Shift : 7:00 AM to 3:00 PM

2nd Shift: 3:00 PM to 11:00 PM

3rd Shift : 11:00 PM to 07:00AM

Any dispatcher may, with supervisor approval, switch shifts with any other dispatcher. The switch must be voluntary for both parties, not coerced by employer, and hours worked on a switch shall not constitute hours toward overtime.

There shall be an annual shift selection conducted by seniority.

Any change of schedule requires a thirty (30) day notice. A dispatcher has the option to waive the thirty (30) day notice.

Any schedule change that increases annual hours to above one thousand nine hundred-fifty (1950) shall be negotiated.

Dispatchers shall not exceed working sixteen (16) total working hours within a rolling twenty-four (24) hour period. This applies to normal work shifts, voluntary overtime and involuntary overtime, except in declared states of emergencies.

**Meal Breaks** - A dispatcher shall receive compensatory time for missed meal breaks as follows: Whenever a dispatcher voluntarily chooses to forgo his/her meal

break he/she is entitled to 40 minutes (.66 hours) of straight time. If the denial of a meal break is due to a lack of police manpower or lack of a 9-1-1/CAD certified dispatcher or officer, the dispatcher is entitled to one (1) hour of straight time. This time shall be tallied separately from normal time due and compensatory overtime. All unused straight time for working through a meal break must be cashed out annually. For those in salary steps, the annual cash-out will be at the end of June, and for those at top pay, the annual cash-out will be at the end of December.

### Overtime

All dispatcher shift vacancies shall be filled in order as follows:

- 1) Full-time Police Dispatcher
- 2) Part-time / Per-Diem Police Dispatcher

All dispatch vacancies shall be filled, regardless of Police manpower level or "Light Duty" police personnel. In the event that no dispatcher volunteers to work the overtime shift, a Police Officer may be utilized to fill the vacant dispatch shift, either as overtime or regular duty.

*Call-In Minimum* - A dispatcher will have the option to waive the four (4) hour minimum for call-in overtime and voluntarily work an overtime shift of three (3) or less hours. All department-assigned call-in overtime shall remain at the four (4) hour minimum. All end of shift overtime will remain at one (1) hour intervals with no minimum.

*Voluntary Overtime* - A dispatcher who voluntarily accepts to work overtime outside of his/her normal shift may choose to work less than the full eight (8) hour vacant dispatch shift as long as any vacant period remaining does not trigger the minimum overtime for another employee.

*Involuntary Overtime* - A dispatcher may be required to remain working (HELD) at the end of his/her work shift when no voluntary overtime relief (either a full-time dispatcher, a part-time dispatcher or an officer) is available. However, a dispatcher shall not be subject to involuntary overtime (of any length) on consecutive days, nor more than two (2) days out of their normal four (4) day work cycle. A dispatcher may be held to work up to the maximum sixteen (16) total hours before another dispatcher or officer is involuntarily ordered into work.



When necessary to order an off-duty dispatcher into work, reverse seniority order shall apply. Involuntary overtime rules shall not apply during a declared state of emergency.

### **Holidays**

Exceptions to the Holiday Article for Police Dispatchers are as follows:

- 1) Police Dispatchers do not follow the preceding or succeeding day holiday pattern of others in this negotiating unit. All holidays shall be celebrated by dispatchers on the actual holiday.
- 2) The Dispatchers are given off of their shift for all holidays and then will have the first option to accept to work that shift at the prevailing holiday overtime rate. If that dispatcher declines to work the shift as overtime, available shifts are then to be offered to other dispatchers by seniority, beginning first with those full-time dispatchers who had a normal day off on that holiday.
- 3) Dispatchers whose normal off day falls on a holiday shall be granted eight (8) compensatory hours (time due) to celebrate the holiday on another day of their choice.
- 4) The Easter Sunday holiday will be celebrated by Police Dispatchers in place of the Good Friday holiday.
- 5) The New Year's Holiday shall be amended for Dispatchers as follows : New Year's Eve 3pm to 11pm shift, New Year's Eve 11pm-7am, and New Year's Day 7am to 3pm. Other shifts on New Year's Day will no longer be considered a holiday.

### **Training**

Senior Dispatchers shall train Dispatcher Trainees. Training shall be performed during the Senior Dispatcher's normal shift. If training is performed during the Senior Dispatcher's normal work shift, no further compensation shall be given. In the event that the department schedules the training during the Senior Dispatcher's off-time, he/she shall be compensated at normal overtime rate. Dispatchers not holding the title of Senior Dispatcher shall be compensated at the

rate of one-half (1/2) hour straight compensatory time for each hour of training conducted by them.

### **Police Matrons**

Female Dispatchers that have been duly trained and certified to be Police Matrons, shall receive a stipend in the amount of fifty (\$50) per female prisoner search when they are on duty and seventy-five (\$75) dollars when they are off-duty and are asked to return.

The Standard Operating Procedures for Police Matrons will be as set forth in South Orange Police Department guidelines.

## **ARTICLE 16**

### **BEREAVEMENT LEAVE**

**Section 1.** All bargaining unit employees shall be eligible to take bereavement time off following the death of an immediate family member. These days off can be taken from the time of death to date of internment (or cremation) or can be used instead to coincide with any planned memorial service, however, shall not exceed four (4) working days. Immediate family shall include an employee's spouse, domestic or civil union partner, children, parents, grandparents, grandchildren, siblings, and parents/children/grandchildren of spouse or domestic/civil union partner. The commencement and ending of the period referred to shall be decided upon in accord with the religious or other practice of the employee.

**Section 2.** Employees may use personal, compensation time or vacation time outside the above listed family members.

## **ARTICLE 17**

### **SICK LEAVE**

**Section 1.** All permanent full-time employees covered by this Agreement will earn sick leave with pay at the rate of one (1) working day per month of service during the remainder of the first calendar year of service, and fifteen (15) working days in every calendar year thereafter. All unused sick leave shall accumulate year to year and the employee shall be entitled to use such accumulated sick leave if and when illness or injury occurs. Upon retirement from employment, each employee shall be paid for any such accumulated sick leave in accordance with the following formula:

Fifty Percent (50%) of accrued unused sick time at the time of retirement, at the rate of pay at time of retirement, but in no instance shall any employee receive a sum in excess of \$15,000 for accumulated sick leave.

**Section 2.** The heirs, assignee, or designee of a member whose employment is terminated by death while in good standing shall receive the payment as set forth in Section 1.

**Section 3.** Sick Leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to a contagious disease, and may include absence due to illness in the immediate family of the employee or necessary attendance upon a member of the immediate family who is ill, as defined in Department of Personnel Rules.

**Section 4.** An employee absent on sick leave for three (3) or more days shall submit acceptable medical evidence substantiating the illness or injury if requested by the Village. Such requests shall not be unreasonably made.

**Section 5.** An employee who does not expect to report to work on any working day because of personal illness or for any of the reasons set forth in Section 3 must notify the appropriate office by telephone or personal messenger within one-half (1/2) hour prior to the beginning hour of his or her tour of duty, unless emergency

circumstances prevent such notification in which event the employee will notify the Village of the reason.

Section 6. Seasonal employees will be entitled to sick leave in accordance with the New Jersey Earned Sick Leave law.

Section 7. Employees who are out of work on sick leave should remain home but are able to leave as needed to further the care for themselves or their immediate family member(s).

Section 8. Sick Leave may be utilized in four-hour increments.

## **ARTICLE 18**

### **LEAVE OF ABSENCE**

**Section 1.** Employees covered by this agreement shall be entitled to Terminal Leave of thirty (30) calendar days upon retirement in accordance with the provisions of the Terminal Leave Policy presently in effect in South Orange Village.

**Section 2.** **Personal Leave with pay,** is afforded to employees as follows:

Five (5) personal days for all full-time employees hired on or before 11/15/2012. All other full-time employees receive two (2) personal days.

**Section 3.** **Personal Leave without pay,** is afforded to employees as follows:

Subject to approval of the Village Administrator, all employees that have exhausted all sick leave and vacation time available to them may be placed on leave of absence without pay. The employee shall not accrue any further sick or vacation time until the employee has returned to full time employment with the Village. All periods of time on personal leaves without pay shall not be used in seniority calculations. The employee may continue participation in the State Health Benefits Program for a maximum of nine (9) months, provided the employee shall pay in advance the total premium required for the coverage of the employee and his or her dependents.

**Section 4.** **FMLA** The Village's policy on FMLA Leave is incorporated as if set forth herein at length.

**Section 5.** **Charity Day**

Employees will be entitled to one (1) paid day off per calendar year with advance notice to the Village to volunteer at a Village approved charity of their choice. The Village may request proof of the volunteer work.

## **ARTICLE 19**

### **WAGES**

**Section 1.** The parties recognize the need for continued high quality service to the Village, and the parties agree to cooperate with each other to provide this service. The Union and each employee will reasonably maintain and, wherever reasonably possible, increase their level of productivity and thereby continue to improve service to the Village; and, the Village agrees to cooperate with the Union to accomplish this objective. In recognition of this pledge of continued high service and improved productivity, the Village agrees to improve the salaries for all employees covered by this Agreement. Accordingly, the Union agrees to the following regarding the rates of pay for each job classification of the full time regular employees:

The salary guide will be amended to have salary steps up to step 9 equal to 2% for all employees, and a 4% increment between Step 9 and Step 10. There will be a one-time slight pay adjustment to accomplish this. The Union agrees to freeze the step guide for new hires until 12/31/2023, whereupon there will be a 1% increase to all employees above top step and to the step guide itself.

**Employees at the Top Salary Step** in calendar year 2019 shall receive a 2% raise plus an additional one-time 1.58% salary guide adjustment, both retroactive to 1/1/2019. For year 2020 through the end of the contract term, each January 1st they shall receive a 2% raise over the annual base salary as of 12/31 of the prior calendar year.

**Employees in salary steps** shall continue to receive the salary step increases every July 1st until they reach Top Step. Once they reach Top Step, each January 1st through the end of the contract term, they will go off-guide and receive a 2% raise over their annual base salary as of 12/31 of the prior calendar year.

Step progression shall be made in July of each calendar year. In addition, the Village may, upon hire or promotion, place an employee or promotee on a step commensurate with their experience or ability.

**Section 2.** Effective on ratification, whenever a DPW employee is assigned to perform duties of a higher position, he/she shall be compensated with an out-of-title differential in the amount of two (\$2) dollars per hour for every hour he/she performs the duties of the higher position.

## **ARTICLE 20**

### **PAYROLL**

The village currently is on a bi-weekly pay period, with every other Thursday being a payday. The Village will, as soon as practicable, but no sooner than effective date of March 1, 2020, institute a payroll cycle lesser than twenty-six (26) but no less than twenty-four (24) pay periods in a calendar year.

Effective on ratification, all employees will be required to have their pay forwarded to them via direct deposit.

The Village will take all reasonable steps to assure that employees receive the correct amount of pay in each pay period and that employees are paid promptly on the scheduled payday.

If there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Finance Department of the Village so that corrections can be made as quickly as possible.

Once underpayments are identified, they will be corrected on the next regular payday. Overpayments will also be corrected on the next regular payday unless that presents a burden to the employee (where there is a substantial amount owed.) In that case, the Village will attempt to arrange a schedule of repayments with the employee to minimize the inconvenience to all involved.



## **ARTICLE 21**

### **UNIFORM AND CLOTHING ALLOWANCE**

**Section 1.** For employees entitled to a clothing allowance, it shall be as follows:

\$900 for DPW employees

\$805 for Police Dispatchers and Code Enforcement Officers

The clothing allowance shall be payable on the first payday in April. Employees who resign under honorable conditions shall be entitled to receive only the pro-rated equivalent of the clothing allowance based upon length of service from January 1st to the date of resignation.

The clothing allowance is meant to supply funds so that employees will be able to provide appropriate replacement for the clothing issued by the Village which, because of age or condition, needs to be replaced. This allowance is also meant for maintenance of said clothing. All clothing purchased by employees shall adhere to the current uniform policy of the department to which they are assigned.

**Section 2.** All new hires requiring uniforms shall have them supplied by the Village.

Uniforms shall adhere to the policy of the department to which the employee is assigned.

The employee shall be entitled to and receive the uniform allowance annually beginning on the first payday in April of the calendar year following hire. The allowance will remain at the last contractual rate. All maintenance and replacement of uniforms shall be paid by the employee.

The uniform allowance for Code Enforcement Officers shall be reinstated to be equal to the of Police Dispatchers.

**Section 3.** The Standard Uniform policy may be amended at any time by the DPW Director (DPW Personnel), Chief of Police (Police Dispatchers) or Director of Code Enforcement/Inspections (Code Enforcement Officers)

## **ARTICLE 22**

### **CALL IN PAY**

An employee who is called in to do work outside of his or her regular hours shall be guaranteed a minimum of four (4) hours of pay at said employee's prevailing rate of pay under the terms of this Agreement.

The prevailing rate of pay shall be at overtime rates in accordance with the terms of this Agreement.

## **ARTICLE 23**

### **GRIEVANCE PROCEDURE**

**Section 1.** A grievance is hereby jointly defined to be any complaint arising between the Village and any employee represented by the Union with respect to wages, hours of work or other conditions of employment.

**Section 2.** Should any grievance as defined in Section 1 arise between an employee and the Village, then, except for interpretation of statutes, and limitations imposed upon the authority of the Village by statute or regulation, if any, all such matters shall be adjusted as follows:

**Step 1** – An employee claiming to be aggrieved shall have the right to discuss his grievance with his steward. If the steward believes there is merit to the employee's position, the matter shall be treated as a complaint, and shall be presented orally to the Department Head or his duly designated representative within fifteen (15) working days of the purported occurrence. If not so presented, it shall be deemed waived. The Department Head shall answer the grievance orally within forty-eight (48) hours.

The employee of the Union representative shall have twenty (20) working days to appeal a grievance from Step 1 to Step 2.

**Step 2-** If the grievance is not resolved through Step 1, or if no answer has been received by the Union within the time set forth in Step 1, the complaint shall be reduced to writing setting forth the position of the Union, and the Union shall furnish one copy of the written grievance to the Department Head and one copy to the Village Administrator. The Department Head shall respond in writing no later than ten (10) working days after receipt of the written grievance. The response shall set forth the position of the Village.

**Step 3** – If the grievance is not resolved at Step 2 above, or no answer has been received by the Union within the time set forth in Step 2, then the Union shall, if it wishes, refer the grievance to the Village Administrator or his designee. Such reference shall be made within ten (10) working days from receipt of the result or the failure to receive a response under Step 2. If no grievance is forwarded within said time period, then the grievance shall be deemed to have been abandoned. The Village Administrator or his designee shall convene a hearing to

hear the details of the grievance and to have evidence presented to him. The hearing shall be scheduled and conducted not later than twenty (20) working days after the grievance is filed with the Administrator. When the hearing is concluded, the Village Administrator shall render this written opinion within ten (10) working days after the completion of said hearing.

Step 4 – If the Union is not satisfied with the resolution of the matter, the Union shall have the right to submit the grievance to arbitration as hereinafter set forth within twenty (20) days following the answer of the Village Administrator. It is understood and agreed, however, that if the aggrieved party at any time during the procedure described herein elects to pursue the procedures of the New Jersey Department of Personnel pursuant to the statutes and regulations of the State of New Jersey, then no arbitration proceedings shall be held and arbitration, as provided, shall be deemed waived as provided under the provisions of the statutes governing the Department of Personnel and the rules, regulations, and procedures established thereunder. If arbitration is the route to be followed, then the procedures set forth in the next Article shall be followed.

Section 3. Nothing contained in this Article shall prevent any member of the Union from presenting his own grievance and representing himself, provided notification of all meetings, steps, and grievance answers are given to the Union and the Union has the right to be present at all steps of the grievance procedure. It is also understood and agreed that the steps of this grievance procedure may be waived by mutual agreement of the parties. It is also understood that if the Village fails to meet or answer any grievance within any prescribed time limit as hereinafter provided, such failure shall be deemed a final decision adverse to the position of the grievant and such grievance may not be presented by the Union to the next step.

Section 4. If the initial hearing of the grievance is scheduled during the normal work hours of the Grievant, no loss of pay shall occur, but the Grievant will not be eligible for any overtime for the initial meeting. For all subsequent hearings (including arbitration), the Grievant shall not be entitled to leave with pay.

**ARTICLE 24**  
**ARBITRATION**

**Section 1.** If a grievance is not settled under procedure set forth in Grievance Article, such grievance shall, at the request of the Union or the Village be referred to the State Board of Mediation for the selection of an arbitrator according to its rules.

**Section 2.** The decision of the arbitrator shall be final and binding upon the parties but shall be subject to review by the Courts of the State of New Jersey. The expense of such arbitration shall be borne equally by the parties.

**Section 3.** The arbitrator appointed under the above procedure shall be limited in scope to interpretations of the provisions of this Agreement and shall render his decision within thirty (30) days of the date of completion of hearings in the matter.

**Section 4.** The arbitrator shall not have the right to add to, subtract from or modify this Agreement in any manner.

**Section 5.** Submissions to arbitration must be made within twenty (20) days following the answer of the Village Administrator in accordance with the provisions of the Grievance Article.

## **ARTICLE 25**

### **HEALTH AND WELFARE**

Section 1. Healthcare shall be offered to all full-time employees as follows:

Current employees hired on 12/31/19 or earlier will receive a one-time cash payment of \$650.

Employees hired on or before 1/5/2020 shall be offered Major Medical (with prescription benefits) of their choice through the NJ SHBP (NJ State Health Benefits Program). All employees will be enrolled in the NJ State Disability plan.

Employees hired on or after 1/6/2020 shall be limited to enroll in OMNIA Health Plan, or similar costing plan if this plan is no longer available. Alternatively, any employee hired on or after 1/6/2020 may elect to enroll in any other plan offered by the SHBP but shall pay the net difference of the employer contribution that is greater than the OMNIA Health Plan plus their Chapter 78 contribution.

The Village shall also supply a Dental Insurance Plan to all negotiating unit members which provides both preventative and diagnostic services, as well as orthodontic benefits. It is understood and agreed that said Dental Service Plan is one which provides for co-payment of certain items by the employees, all set forth in a complete description of said Plan which has been delivered to the Union prior to the signing of this contract.

It is understood and agreed that the Village reserves the right, with regard to any of the hospital, medical or dental insurance described herein, to supply comparable insurance coverage in lieu of the coverages set forth herein. It is understood and agreed that premiums for these benefits shall be paid for by the Village, subject to the employee's share of contributions, but the obligation of the Village shall not include the obligation to pay that portion of the dental program which is the responsibility of the participating employee or his/her family.

All employees shall contribute to the cost of their medical and prescription benefits provided in this Article in accordance with the percentages set forth in the Tier IV of the grids established by P.L. 2011, Ch. 78.

Section 2. Healthcare Waiver Incentive - Any employee who has a demonstrated alternate source of healthcare coverage, may waive coverage and receive \$4,940 annually or 25% of the amount saved by the Village, whichever is lesser as a

Healthcare Waiver Incentive payment, which will be paid in semi-monthly paycheck installments during each full month of employment.

**ARTICLE 26**  
**SAVINGS CLAUSE**

Section 1. It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstances shall be invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

Section 2. If any such provisions are invalid, the Village and the Union will meet for the purpose of negotiating changes made necessary by applicable law.



## **ARTICLE 27**

### **TERMINATION AND EXTENSION OF AGREEMENT**

Section 1. This agreement shall be considered as in effect from January 1, 2019 through December 31, 2023.

Section 2. Negotiations concerning a new Agreement shall commence no later than one hundred twenty (120) days prior to the expiration date of this Agreement.

Section 3. If negotiations have not concluded prior to the termination date, this Agreement may be extended by mutual consent for an additional period of thirty (30) days from its termination date. In that event, however, and if the extension is agreed upon, any changes shall be effective as of the expiration date. If the parties fail to reach an Agreement either before the termination date or the date the extended period terminates, this Agreement shall be extended for an additional thirty (30) day periods by mutual consent.

## **ARTICLE 28**

### **COMPLETENESS OF AGREEMENT**

Section 1. This Agreement constitutes the entire collective negotiations agreement between the parties and includes and settles for the term of this Agreement all matters which were, or might have been, raised in all collective negotiations leading to the signing of this Agreement.

1. Nothing contained herein shall limit or affect the rights and benefits of employees under Civil Service and state law and the rules and regulations promulgated thereunder.
2. Past practice may be used by either party for the purposes of interpreting the language of this contract. Past practice shall not be used for the establishment of a term and condition of employment not based upon contractual language.

## **ARTICLE 29**

### **DUES DEDUCTION**

**Section 1.** The Village agrees to deduct the Union dues and regular assessments of each member of the negotiating unit who furnished voluntary written authorization for such deduction.

**Section 2.** The right of the dues deduction for any employee in the negotiations unit shall be limited to the Union and employees shall be eligible to withdraw such authorization as provided by the Workplace Democracy Enhancement Act or as of July 1<sup>st</sup> of each year provided the notice of withdrawal has been filed timely.

**Section 3.** The amount the union dues shall be certified by the Village by the Union at least thirty (30) days prior to the date on which deductions of Union dues are to begin.

**Section 4.** The deductions of Union dues made from each paycheck pursuant hereto shall be remitted by the Village to the Union before the fifteenth (15<sup>th</sup>) day of the calendar month succeeding that in which such deductions are made, together with a list of that in which such deductions are made, together with a list of names of Union members from whose pay deductions were made.

**Section 5.** The Union agrees to save the Village harmless from any such action or actions commended by any employee against the Village for any claims arising out of such deduction and the Union assumes full responsibility for the disposition of any such funds once they have been turned over to the Union as provided.

**Section 6.** Errors made by the Village in the deduction and/or remittance of monies under this Agreement shall not be considered by the Union as a violation of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of  
the 31<sup>st</sup> day of January, 2021.

FOR THE VILLAGE

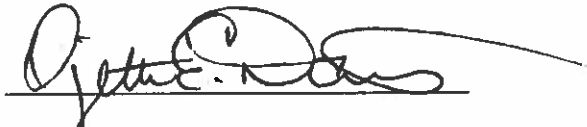
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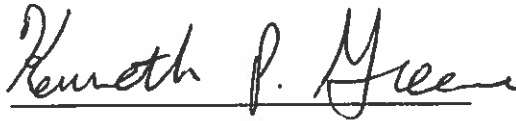
Sheena C. Collum, President



Antonio Petillo, President



Ojetti E. Davis, Acting Clerk



Kenneth P. Greene, Chief Steward