

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF ORANGE TOWNSHIP, N.J.

AND

ORANGE MUNICIPAL EMPLOYEES BENEVOLENT ASSOCIATION
ESSEX COUNCIL NO. 1/LOCAL 32 O.P.F.I.U.

JANUARY 1, 1991 -- June 30, 1993

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PREAMBLE

AGREEMENT made this day of , 19 between
the City Of Orange Township ("the Township"), Essex Council
Local 32, O.P.E.I.U. including the Orange Municipal Employee
Benevolent Association, (OMEBA) (hereinafter collectively,
"the Association"), covering all non-supervisory municipal
employees employed by the City of Orange Township including
administrative, clerical and maintenance employees, and all
civilian personnel in the Fire and Police Departments, but
excluding the:

Police

Firefighters

Director of Public Works/Municipal Engineer

Public Works Superintendent

Water Superintendent

Assistant Municipal Engineer

Director of Community Services

Director of Housing

Director of Inspections and licensing

Director of Office of Budget and Management/Municipal
Comptroller

Management Specialist

Planning Director

Director of Finance

Affirmative Action/Personnel Officer

Administrative Clerk/Secretary to Business Administrator

Administrative Assistant

Administrative Secretary, Law Department

Administrative Secretary to the City Council

Administrative Secretary to Police Department

Administrative Secretary to Fire Department

Administrative Secretary, Department of Public Works

Municipal Clerk

Assistant Municipal Clerk

as well as any other craft employees, managerial employees, confidential employees, and supervisors within the meaning of the Act.

The Township and the Association have as their mutual purpose, the improvement and promotion of harmonious employer/employee relations between them for the benefit of the Township, the Association, and its members by the establishment of equitable and peaceful procedures for the amicable resolution of all disputes and grievances arising between the parties and the determination of wages, hours of work and other terms and conditions of employment.

W I T N E S S E T H T H A T

WHEREAS, the parties have carried on collective negotiations with respect to wages, hours of work and other terms and conditions of employment for certain employees of the Township; and

WHEREAS, the parties have reached agreement and desiring to embody the results of the collective negotiations in a written agreement:

NOW, THEREFORE, in consideration of the mutual agreement
and promises herein contained, the parties agree as follows

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

SECTION A.

The Township hereby continues to recognize Essex Council #1 Loca 32 O.P.E.I.U. as the exclusive representative of employees as certified by PERC for agency shop purposes. However, the Township continues to recognize the affiliation of OMEBA as the functioning arm of the certified representative; Essex Council #1, Local 32 O.P.E.I.U. for the employees covered by this agreement and that OMEBA acts at all times on behalf of the employees as described in this agreement. All notice requirements by the Township under this contract are satisfied by notification to a responsible officer of OMEBA.

SECTION B.

When new titles or classifications of employees are created the Association shall forthwith be notified in writing by the township of the creation of any such new titles and classifications. The Association shall forthwith be notified in writing by the Township of on-board personnel being considered for new jobs and/or promotionals.

SECTION C.

This Agreement shall become effective when signed and shall remain in full force and effect through 11:59 on June 31, 1993 or a new contract is negotiated, whichever occurs

later.

BARGAINING PROCEDURE

Step 1: On or before September 15th of any subsequent year, the Association shall present its bargaining proposals to the Township.

Step 2: The Township shall present its proposals to the Association by October 1 of that year.

Step 3: Negotiations will then commence not later than October 15 of that year.

SECTION D.

Based upon the provisions of N.J.S.A. 34:13A5.5, Chapter 477, L. 1979, by the provisions of this law, this Agreement shall be applicable to all employees in the bargaining unit, including all employees who, by the provisions of this law, receive the value of Association representation as set forth herein.

ARTICLE 2
GRIEVANCE PROCEDURE

SECTION A.

A grievance shall be defined as any dispute concerning the interpretation or application of the terms and conditions of this Agreement.

SECTION B. SUBJECT MATTER:

Only one subject matter shall be covered in any one grievance. A written grievance shall contain the name and position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the specific section of the Agreement alleged to have been violated and the signature of the grievant and the date.

SECTION C. TIME LIMITATIONS:

If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual agreement.

SECTION D. SETTLEMENT OF GRIEVANCE:

If the party concerned fails to appeal to the next step in a timely fashion, the grievance will be deemed settled. Dissatisfaction is implied in recourse from one step to the next.

SECTION E.

The following grievance procedure may be used by the Associations or the employee:

Step 1. The Association or the employee shall present a grievance in writing to the employee's immediate supervisor no later than ten (10) working days after the grievance occurs. In the event of a grievance, the employee shall perform his or her assigned task and grieve the complaint later. The immediate supervisor shall meet with the grievant and/or his or her representative and discuss the grievance for the purpose of trying to resolve the matter informally. Within five (5) working days of this meeting, the immediate supervisor shall forward a written response to the employee and the representative, if applicable.

Step 2. If the grievance is not settled at the first step, the employee and/or his representative may appeal the written grievance to the Department Director within five (5) working days after receipt of the written decision of the immediate supervisor. The Department Head will further investigate the grievance and submit his or her decision to the employee and his or her representative in writing within five (5) working days after receiving written notice of the grievance.

Step 3. If the grievance is not resolved to the satisfaction of the Association at the second step, the grievance may be presented in writing by the Association to the Busi-

ness Administrator within five (5) working days after receipt of the decision of the Department Head. Within the same time limit, the employee may process his or her own grievance to Step 3, provided that the Association consents and, as an interested party, is notified by the employee and the Township of the grievance and of any meetings or hearings regarding same. The Business administrator shall give the Association and the grievant a final written decision on the grievance within five (5) days after the written presentation required by Step 3. If no written decision is rendered within the time in question, the relief sought by the employee or the Association shall be deemed granted.

Step 4. If the grievance is not resolved to the satisfaction of the Association at the third step, the grievance may be presented in writing by the Association to the Mayor within five (5) working days after receipt of the decision of the Business Administrator. Within the same time limit, the employee may process his or her own grievance to Step 4, provided that the Association consents and, as an interested party, is notified by the employee and the Township of the grievance and of any meetings or hearings regarding same. The Mayor shall give the Association and the grievant a final written decision on the grievance within five (5) days such written decision is rendered within the time in question, the relief sought by the employee or the Association shall be deemed granted.

It is understood that an employee making a grievance must assume the responsibility of informing the City Administration when a supervisor and/or department head has not submitted necessary decisions within specified time frames.

SECTION F.

Nothing in this Agreement shall be construed as compelling the Association to submit a grievance to arbitration or to represent an employee before the Department of Civil Service. The Association's decision to request the movement of any grievance at any step or to initiate or terminate a grievance at Step 3 or beyond shall be final as to the interest of the grievant and the Association.

SECTION G.

The same procedure shall be followed for group grievances and Association grievances as provided for individual grievances. However, the Association may submit a group or Association grievance, at its direction, directly at Step 3 as the initial step.

ARTICLE 3

TIME OFF FOR GRIEVANCE

SECTION A.

The Township shall permit the Association representative and the designated members of the Association to conduct Association business during normal business hours without loss of pay to a maximum of three (3) hours per week. Association business for which there shall be not loss of pay shall consist of conferring with employees and management on specific grievances. In all cases, the needs of the Township, and the efficient, effective delivery of City services shall be considered in granting employees paid-time-off to conduct Association business. Whenever possible, all Association business, including the processing of grievances and collective bargaining, shall be conducted outside the normal working day.

SECTION B.

All grievance hearings, conferences and meetings shall take place at the mutual convenience of the Association and the Township. If said meeting is during regular working hours, the Association representative, grieving employees and witnesses shall be granted time off with pay for the purpose of attending such hearings, conferences, and meetings.

SECTION C.

The Association representative or the grievant have the

right to examine and/or cross examine witnesses or parties who appear at any step of the grievance procedure and to examine any and all documents relied on by the Township in support of its position concerning the grievance.

SECTION D.

When negotiating, sessions may be held during the duty hours of members, the Township shall permit members of the Association Negotiating Committee to attend said collective negotiations during their duty hours without loss of pay up to a limit of six (6) employees per meeting, chosen for minimum impact upon the delivery of City services.

SECTION E.

The employer shall permit the President and a designated member of the Association to conduct Association business relating to the administration of the terms of this Agreement and other related Association business during duty hours not to exceed five (5) hours per week.

SECTION F.

Establishment of Labor Management Committee: The Township and Association agree to form a Labor Management Committee consisting of Association designees and the Personal Manager of the Township and/or his designees. The Committee shall meet once a month to discuss and resolve problems which may arise from time to time. Said Committee meetings shall be scheduled throughout the year

of this Agreement but at least once a quarter. For the purpose of this Agreement, these meetings are not intended to by-pass the grievance procedures nor to be considered collective negotiating meetings but rather are intended as a means of furthering good and sound employment relations through communications between parties.

Either party may request other meetings and shall submit a written agenda of topics to be discussed. A maximum of three (3) employee representatives of the Association may attend such meetings and if held during regular working hours, they shall be granted time to attend without loss of pay.

ARTICLE 4
ARBITRATION

SECTION A.

If a satisfactory settlement is not reached under Article 2, GRIEVANCE PROCEDURE, the Association may, in its sole Discretion, notify the Township within thirty (30) days that it intends to process the grievance to arbitration. The Association shall notify the New Jersey Public Employment Relations Commission regarding the selection of an arbitrator according to its rules and regulations.

SECTION B.

The arbitrator selected or appointed shall meet with the parties at a mutually agreeable date to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the arbitrator shall render a written decision to both the Township and the Association which shall be final and binding upon both parties. The arbitration hearing shall be conducted in the City Hall. Both parties shall share equally the fee of the arbitrator.

SECTION C.

The arbitrator shall render his or her decision within thirty (30) days after hearing the matter unless an extension of time shall be granted to the arbitrator by the parties. The decision of the arbitrator shall be limited to the subject

matter of the grievance and shall be restricted solely to interpretation of the contract in the area where the alleged breach occurred. The arbitrator shall not modify, add to or delete from the express terms of the Agreement.

ARTICLE 5
MEMBERSHIP

The Township agrees to provide, within thirty (30) days of a written request by the Association, a complete up-to-date listing of all employees covered by the terms of this Agreement. The association shall disclose such information only to its officials and representatives whose duties require access to such information. The number of Shop Stewards and the area to be covered shall be determined by agreement between the Association and the Township but shall not be less than one (1) steward for each department. The Association shall be entitled to hold one (1) Shop Steward's meeting every three (3) months on the Township's time but said meeting shall not exceed four (4) hours. No Shop Steward can be transferred without twenty-four (24) hours notice and without notification to the Association.

ARTICLE 6

DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Township or by any of its agents against the Association or against individual employees represented by the Association because of membership in or activity on behalf of the Association. There shall be no discrimination or coercion by the Association or any of its agents against any employees covered by this Agreement because of membership or non-membership in the Association. Nor shall the Employer discriminate or assist any other labor or municipal organization which in any way affects the Association's rights as certified representative of the employees. Neither the Employer nor the Association shall discriminate against any employee because of race, creed, color, age, sex, unrelated handicap or national origin. The Township will cooperate with the Association with respect to all reasonable requests concerning the Association's responsibilities as certified representative.

ARTICLE 7
ASSOCIATION BUSINESS

SECTION A.

The Township shall permit the Association reasonable use of a bulletin board located in the Township premises for posting notices concerning Association business. The space provided on each bulletin board will minimally approximate thirty (30) inches or an equivalent. The Association shall, during working hours, and at no loss of pay, be permitted to place and remove Association material on such bulletin boards.

SECTION B.

The Township is to provide space for O.M.E.B.A. business meetings. In addition, the City agrees to provide accessible storage space.

SECTION C.

The Association agrees to provide written notification to the Business Administrator within ten (10) working days following election or selection of Association representatives, stewards, or other Association officials to enforce the contract.

SECTION D.

Upon prior approval of the Business Administrator or Personnel Officer, Association representatives who are not employees of the Township shall be permitted during working hours

conducting Association activity, provided such activity does not reasonably interfere with the performance of the affairs of the Township.

ARTICLE 8

ASSOCIATION SECURITY

The Association agrees to abide by its obligations to non-member employees as set forth in Chapter 477, L. 1979. The Township, as allowed by the said law, agrees to deduct from the pay of all employees initiation fees, dues, and assessments. Pursuant to said law, the Township further agrees to deduct a "representation fee" as defined in N.J.S.A. 34:13A-5.5 as amended by said Chapter 477, L. 1979 for employees in the bargaining unit who are non-members of the Association. Initiation fees, dues and assessments so deducted shall be paid over to the properly designated Association official at least monthly on a regular, recurring basis. The Association and the Township agree to keep each other informed as to which bargaining employees are members or non-members of the Association and shall hold each other harmless for making said deductions. If, through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due and owing from an employee's pay check, such deduction shall be made from the next pay check of the employee and submitted to the collective bargaining representative. The employer shall not be liable to the collective bargaining representative, employee or any party by reason of the requirements of this section of the Agreement for the remittance or payment

of any sum other than that constituting actual deductions made from employee wages earned. The Employer shall pay Essex Council #1, / Local 32 O.P.E.I.U. in the same manner as the Credit Union.

Indemnifications and Hold Harmless Provisions:

The collective bargaining representative shall indemnify and save the Employer harmless against any and all claims, demands, suits, order, judgments, or other forms of liability that shall arise out of or by reason of, action taken or not taken by the Employer under this section.

ARTICLE 9

AGENCY SHOP

In accordance with N.J.S.A. 34:13A-5.5 L. 1979, Chapter 477, effective July 1, 1980, the Township and the Association have negotiated concerning the subject of requiring the payment of all non-member employees in the unit to the majority representative or a representation fee in lieu of dues for services rendered by the majority representation and agree that the said representation fee, not to exceed eighty-five (85) percent of the regular membership dues, shall be deducted from the payroll as provided and paid to the exclusive representative, Essex Council #1, Local 32, O.P.E.I.U. by the Fiscal Officer of the Township.

ARTICLE 10
CIVIL SERVICE LAW

Nothing contained herein shall limit or affect the rights and benefits of employees under the New Jersey Department of Personnel law rules and regulations promulgated thereunder or other laws, rules or regulations of the State of New Jersey except to the extent that greater benefits are provided for under said laws, rules and regulations. Employees may, at their option, pursue remedies which are available pursuant to Civil Service Laws or other laws, rules or regulations. Employees who file an appeal to the New Jersey Department of Personnel shall not be permitted to file a grievance over the same subject pursuant to Articles of this Agreement.

ARTICLE 11

LEGAL DEFENSE

Whenever an employee is a defendant in any action or legal proceeding arising out of the performance of his or her duties, the Township shall provide such employee with necessary means for the defense of such action or proceeding. This does not apply to the ultra vires acts.

ARTICLE 12
SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by Court or other tribunal of competent jurisdiction, such invalid provision shall not affect the balance of this contract which shall remain in full force and effect.

ARTICLE 13
MANAGEMENT RIGHTS

The Township possesses the sole right to operate the Township and all management rights repose in it. To the extent not limited by this Agreement or applicable law, these rights include, but are not limited to, the following:

- A. To direct all operations of the Township.
- B. To establish reasonable work rules and schedules of work.
- C. To create, combine, modify and eliminate positions within the Township.
- D. To hire, promote, transfer, schedule and assign employees in positions within the Township.
- E. To suspend, demote, discharge, and take other disciplinary action against employees.
- F. To relieve employees from their duties.
- G. To maintain efficiency of Township operations.
- H. To take whatever action is necessary to comply with State or Federal Law.
- I. To introduce new or improved methods or facilities.
- J. To change existing methods or facilities.
- K. To determine the kinds and amounts of services to be performed as pertains to Township operations; and the number and kind of classifications to perform such

services.

L. To determine the methods, means and personnel by which Township operations are to be conducted.

M. To take whatever action is necessary to carry out the functions of the Township in situations of emergency.

ARTICLE 14

NO STRIKE/NO LOCKOUT AGREEMENT

Strike Prohibited: Neither the Association nor any of its officers, agents, or Township employees will instigate, promote, encourage, sponsor, engage in or condone any strike. The Township shall not engage in any lockout of its employees.

ARTICLE 15

FULLY BARGAINED PROVISIONS

The Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to:

1. Any subject or matter specifically covered in this Agreement.
2. Subjects or matters that arose as a result of the parties' proposals during bargaining, but which were not agreed to.
3. Other subjects or matters relating to wages, hours or conditions of employment even though such subjects or matters may not have been within the knowledge and contemplation of either or both of the parties at the time that the parties negotiated or signed this Agreement.

ARTICLE 16

WORKING HOURS AND TIMES

City Hall shall be open Monday through Friday, 8:30 A.M. to 4:30 P.M. Each employee's work day shall consist of 7 hours plus an unpaid hour for lunch. Starting time may be 8:30 A.M.

The hours of work for Public Works employees shall be Monday through Friday, 7:00 A.M. through 3:30 P.M. with a half-hour lunch period.

The hours of work for the Civilian Employees in the Police Department may be flexible.

The hours of work for the Filter Plant Personnel are as follows:

1. Effective January 1, 1990, filter plant personnel shall work an eighty-four (84) hour bi-weekly schedule at their current annual rate of pay without any over time payment and maintain the current twelve (12) hour work schedule without additional payment.
2. Filter plant personnel shall earn vacation and sick days at (12) hour work schedule rate.
3. Those employees working holidays would be compensated at one and one-half times their regular pay (1 1/2 x 12

hour pay). There will be no automatic holiday pay.

ARTICLE 17

WAGES

All employees covered by this Agreement shall receive the following increases:

1. Effective July 1, 1991, to June 30, 1992, base pay shall be increased across-the-board by 6.25 percent over the contract fiscal year 1990.

2. Effective July 1, 1992, to June 30, 1993, base pay shall be increased across-the board by 6.25 percent over the contract fiscal year of 1991.

3. Every effort shall be made to make payment of the 1991 across the board increase the next pay period shortly after the agreement is approved by Council.

4. Automatic step increment increases shall be due on the employees' anniversary dates of their permanent employment in their present certified title in each successive year of employment until they reach maximum salary. The minimum, all steps and maximum salaries on the salary guide for all positions in the bargaining unit shall be adjusted each time the employees receive a general across-the-board salary increase.

Automatic step increments to be paid as described on Pages 31A and 31B.

Automatic Step Increments:

(a) Permanent and permanent Promotional Appointments:

In the case of any employee who is hired immediately on a permanent basis, the starting salary would be at the discretion of the City and first increment will be in effect on the following anniversary date.

(b) Initial increment shall be given upon the date of permanent appointment. The remaining increments shall be given on the anniversary date of permanent appointment. (This does not include the regular year to year general salary adjustments.)

(c) Provisional Promotion Appointments:

Permanent employees, upon promotion, shall receive their regular increment (based on previous title) on their previous anniversary date. Upon obtaining permanent status in the new title, the employee shall receive the difference between the previous and new increment. Full increment payable upon completion of one year in new title.

(d) Provisional Employees:

Provisional employees shall remain at their starting salary until they receive a permanent classification. (This does not include the regular year to year general salary adjustments.) Provisional employees who receive permanent classification without competitive testing (ex: laborer, truck driver) shall be given their initial increment on the anniversary date of their permanent appointment. The remaining three increments shall be given on the anniversary date of the initial increment.

(e) Provisional Promotion Appointments for Employees at Maximum:

Employees receiving provisional promotions may receive a salary increase at the discretion of the Mayor. No additional increments shall be received in the same promotion until the time of permanent appointment. (This does not include the regular year to year general salary

adjustments.)

(f) New Hires:

Newly hired employees must be placed at a recognized step within the salary guide for their title. No increment shall be paid until the anniversary of permanent appointment.

(g) Every salary grade shall have four steps.

ARTICLE 18

LONGEVITY

SECTION A.

The base salary of each City employee for the purpose of calculating longevity pay shall be fixed and determined by ordinances adopted heretofore and hereafter by the City Council.

SECTION B.

The length of service status of each City employee with respect to his or her longevity pay shall be determined by the anniversary date of his or her first appointment as an employee of the City of Orange Township. Any interruption of service as a City employee due to a cause beyond the control of said employee, such as military service, injury in line of duty or illness, or such other approved official leave of absence, shall be considered as continuous service for the City of Orange in the determination of the completion of the number of accumulated years of service with the City of Orange Township.

SECTION C.

Each City employee, who on the anniversary of his or her appointment as an employee of the City of Orange Township, has served more than five (5) years but less than ten (10) years of continuous employment, shall be entitled to a longevity of two (2) percent of his or her base salary computed as of the anniversary date of his or her

appointment the start of the sixth (6) year of service.

SECTION D.

Each City employee, who on the anniversary of his or her appointment as an employee of the City of Orange Township, has service more than ten (10) years but less than fifteen (15) years of continuous employment shall be entitled to a longevity pay of four (4) percent of his or her base salary computed as of the anniversary date of his or her appointment at the start of the eleventh (11) year of service.

SECTION E.

Each City employee, who on the anniversary of his or her appointment as an employee of the City of Orange Township has served more than fifteen (15) years but less than Twenty (20) years of continuous employment, shall be entitled to a longevity pay of six (6) percent of his base salary computed as of the anniversary date of his or her appointment at the start of the sixteenth (16) year of service.

SECTION F.

Each City employee, who on the anniversary of his or her appointment as an employee of the City of Orange Township, has served more than twenty (20) years of continuous employment shall be entitled to a longevity pay of eight (8) percent of his or her salary computed as of the anniversary date of his or her appointment at the start of the twenty-first (21) year of service.

Section G.

Each City employee, who on the anniversary of his or her appointment as an employee of the City of Orange Township has served more than twenty-four years (24) years of continuous employment shall be entitled to a longevity pay of ten (10) percent of his or her base salary computed as of the anniversary date of his or her appointment at the start of the twenty fifth (25) year of service.

Section H.

In the event of a change of base salary during the calendar year as may be fixed and determined by City Council, the new base salary will be used for the purpose of calculating the longevity pay from the effective date of the base salary change.

SECTION I.

In the computation of the longevity pay program, based on the length of service, the payment of longevity percentage of the base pay computed as of the anniversary date of his or her appointment shall not be cumulative for one longevity period to another. The payments for longevity pay shall be made strictly on the base pay of the employee at the length of service periods established in the preceding paragraphs.

ARTICLE 19

OVERTIME

Overtime shall be equalized within the division by title. Affected departments shall keep and post overtime lists. The overtime rate is agreed to be time and one-half the rate of normal pay, and the rate shall be applied to all time worked over forty (40) hours a week. No employee shall be required to be on stand-by time outside of his or her regular work day unless paid consistent with this section. Non emergency occasional overtime may be avoided by re-scheduling of the work day. Other situations will be addressed on a individual basis with approval from the Business Administrator.

ARTICLE 20

EMERGENCY CALL-IN TIME

Any employee who is called in for overtime after or before his regularly scheduled working hours shall be guaranteed a minimum of two (2) hours compensation whether or not the two (2) hours are worked, payable, however, not more than once in every twenty-four (24) hour period. The City reserves the right to assign employees to work the full two (2) hour minimum call-in time.

ARTICLE 21

OUT OF TITLE WORK

The employee shall not work out of title without being paid the higher salary listed for said position after ten (10) continuous work days in that higher position. If an employee is asked to work as a supervisory employee for five consecutive days, he or she shall receive the salary of the supervisory position for each day worked.

It is incumbent upon the employee to sign the appropriate forms for salary change prior to the date of the first day of appointment in the Out of Title Position.

ARTICLE 22

MILEAGE

For other than use within the City of Orange Township, employees shall receive mileage of twenty-two and one-half (22.5) cents per mile or such other rate as may be established by the I.R.S., at which time the mileage rate shall increase to the new I.R.S. rate on its effective date.

Effective January 1, 1990, authorized employees who use their own motor vehicles shall receive \$70.00 per month flat rate.

Effective January 1, 1991, authorized employees who use their own motor vehicles shall receive \$70.00 per month flat rate.

ARTICLE 23

CLOTHING AND UNIFORMS

The Township shall continue to issue, replace as needed, and maintain by keeping clean, pressed and serviceable all uniforms and equipment for bargaining unit employees. The uniforms and equipment shall remain the property of the Township and must be returned in good condition in the event the employee leaves employment with the Township. Each employee shall report to work so that he or she is fully dressed and ready to work at his or her starting time.

Each Public Works employee shall be provided with three (3) winter shirts, three (3) summer shirts three (3) winter trousers, (3) three summer trousers, a summer jacket and a winter jacket. Three (3) coveralls shall be provided to those employees whose job duties require the coveralls. The City will provide a minimum of \$50.00 per Public Works employee for work shoes. It is mandatory that each Public Works Employee spend \$50.00 on work shoes and must produce proof of purchase. However, if the employee purchases a better quality shoe than that of \$50.00 the employee shall pay the additional cost for the better quality shoe. Proof of purchase shall be submitted in either case. The City shall provide steel tip protectors for shoes when the job requires such protection.

Animal control officer and traffic violation officers shall receive a \$125.00 clothing allowance each year of this

receive a \$125.00 clothing allowance each year of this agreement if they are not issued uniforms. Three (3) long sleeved shirts and three (3) short sleeved shirts, three (3) trousers required accessories and uniform jacket and rain gear.

Effective January 1, nurses shall receive, ^α \$100.00 one hundred dollar (\$100.00) clothing allowance each year of this agreement.

The above items as specified above shall be provided in each year of this existing contract (1991 1992 and 1993)

Uniformed Civilian Police Employees:

Police Records Clerk, Parking Violation Officers
Communication Operators Crime Prevention Specialist
and Traffic Violation Officers.

All uniformed Civilian Police Employees shall receive four (4) short sleeved shirts, three (3) long sleeve shirts, uniform sweater and required accessories and hat.

Raincoats shall be provided to all uniformed civilian employees required to work in inclement weather.

In addition civilian employees required to work outdoors shall be provided with a uniform jacket and hat.

All Employees issued a clothing allowance or uniforms must wear same while in the performance of their duties.

ARTICLE 24
PAYMENT UPON DEATH

The City agrees that upon the death of the employee, the last payroll check (including accrued sick time, vacation time, compensatory time, unused personal days, standby time, clothing allowance and any other payment due to the employee, shall be paid directly to the spouse or beneficiary.

ARTICLE 25

HOLIDAYS

The days listed hereafter shall be considered legal holidays:

New Years Day

Martin Luther King's Birthday

Lincoln's Birthday

Presidents Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

General Election day (November)

Veteran's Day

Thanksgiving Day

Friday after Thanksgiving Day

Christmas Day

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

Any employee required to work on a holiday will be paid at the overtime rate.

Filter Plant personnel working holidays would be compensated at one and one-half times their regular pay (1 1/2 times 12 hourly pay). There will be no automatic holiday pay.

ARTICLE 26

VACATION

SECTION A. POLICY

1. All regular (permanent and provisional) full-time employees and permanent and provisional part-time employees are entitled to vacation leave based on their years of continuous service.
2. Vacations shall be taken at such time as department directors shall determine to be in the best interest of the City.
3. First year of service, one (1) working day for each month of employment during the first calendar year of employment. The first calendar year is considered a full year of employment even if a partial year is worked, only for the purpose of determining vacation leave for succeeding years of employment.
4. With the exception of first year employees, vacation days earned for the new year are advanced to that employees accrued vacation leave balance on January 1st of that year. The vacation leave balances of each employee may not exceed the total days earned for the new year plus the total days earned for the previous year. For example, if an employee earned 13 vacation days in 1991, and will earn 13 more for 1992, the employees vacation leave balance may not exceed 26 accrued days. If, however, the employee earned 13 vacation days in 1991 and will receive 16

days for 1992 that employee's vacation leave balance may not exceed 29 days.

5. Second year through and including the sixth year of service, thirteen (13) working days vacation.

6. Seventh year through and including the 12th year of service, sixteen (16) working days vacation.

7. Thirteenth year through and including the 18th year of service, nineteen (19) working days vacation.

8. Nineteenth year through and including the 24th year of service, twenty-two (22) working days vacation.

9. Twenty-fifth year of service and after, twenty-five (25) working days vacation.

10. This schedule shall be effective January 1, 1985.

SECTION B. VACATION SELECTION

1. Vacation periods shall be as follows:

Winter vacation: September 15 through June 15

Summer vacation: June 15 through September 15

2. No employee will be authorized more than ten (10) working days vacation in succession at any time, unless expressly authorized by the director.

3. Procedure and compensation for summer vacation period.

a. By January 1 of each year, the department director will post a seniority list by title division to be placed on the department's bulletin board. Seniority, for this purpose, shall be computed from original date of employment.

b. All employees requesting three (3) or more working days in succession shall, no later than June 1, submit in writing

to the department director, their vacation request. Five (5) working days after June 1, the director will post the vacation list. A copy of this shall be forwarded to the Business Administrator and Personnel Office.

c. Employees who request less than three (3) working days in succession shall submit such request in writing to the department director, no later than two (2) working days prior to the anticipated commencement of the request. The director will respond within two (2) working days as to his/her approval.

d. If two (2) or more employees whom the department director has determined may not have the same vacation period request the same period, seniority by title shall determine whose request is approved (city seniority). Provided that all other requirements are met (i.e., notification, etc.) compensation for vacation shall be given on a day-for-day basis.

4. Procedure and compensation for "winter vacation" period.

a. The January 1 seniority list shall be used as appropriate for determining a vacation request.

b. Those employees who are requesting more than three (3) working days in succession shall submit, in writing, to the department director, their request no later than September

1. The department director will respond as to his or her approval within two (2) working days.

c. Employees who request less than three (3) working days

in succession shall follow the procedure as stated in Section B 3.c. of this Article.

SECTION C. ACCRUED VACATION CREDITS UPON TERMINATION OF EMPLOYMENT

1. Termination, resignation, retirement or death. Leave shall be prorated on a month-to month basis to determine the amount of leave to which the employee is statutorily entitled.
2. When an employee who terminates has taken vacation days in excess of those actually earned, the employee is liable for and must reimburse the City for the difference.
3. All accrued vacation credits during the year of termination and the preceding year only shall be paid to the employee upon termination of employment.

SECTION D.

An employee leaving for vacation prior to the next payroll period for two weeks or more may receive in advance his or her payroll check. Request must be made by employee in writing to the Director of Finance with a copy of the approved leave request authorization form signed by the Director and/or Supervisor of their respective department at least one week prior to employee leaving for vacation.

ARTICLE 27

SICK LEAVE

SECTION A.

Since sick leave is defined to mean absence due to illness, accident or exposure to contagious disease; also absence due to serious illness of a member of the employee's immediate family which requires the care or attendance of such employee. "Immediate Family" shall include mother, father, spouse, children, foster children, mother-in-law, father-in-law, grandparents, grandparents-in-law or any relative residing within the employee's household.

SECTION B. SICK LEAVE CREDITS.

Sick leave shall accumulate at a rate of one and one-fourth (1 1/4) days per month to a maximum of fifteen (15) days per calendar year for all regular (permanent and provisional) full-time employees and permanent and provisional part-time employees. During the first year of service sick leave shall be credited on a monthly basis. All subsequent years of service, fifteen (15) days sick leave shall be credited to each employee on January 1 of that year. If not used, sick leave shall continue to accumulate for the duration of employment. Sick leave shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on any leave without pay.

SECTION C.

The City shall not require any of its employees who may be disabled either through injury or illness as a result of or arising from municipal employment to use sick leave during such period of disability.

SECTION D.

1. Sick leave for prearranged medical, dental or optical examination as a treatment shall be applied for in advance, whenever possible.

SECTION E.

2. Upon retirement each employee shall be paid for unused sick leave at the rate of pay at the time of such retirement to a maximum of one hundred percent (100%) for up to one hundred twenty (120) working days of unused sick leave and twenty percent (20%) of all unused sick leave over one hundred twenty (120) days.

3. Payment of accumulated sick leave time shall be paid within thirty (30) days of retirement in the amount of single payment covering the total amount due. If not paid within thirty (30) days of retirement, the Township agrees to pay interest at the rate of one and one-half (1 1/2%) percent per month on the unpaid balance.

SECTION F. Abusive Sick Leave

1. The City further agrees to clarify that its November 12, 1986 interoffice memorandum, Municipal Sick Leave Policy, only applies to employees on extended sick leave or who have established a prior record of abuse

of sick leave.

2. The City agrees to incorporate into the 1991 1992 agreement the provisions of its Personnel Policy and Procedures Manual on sick leave. The City also agrees that a physician's note will not be required until after an employee is absent five (5) or more consecutive days unless the Business Administrator determines in his discretion that the nature cause or duration of the employee's absenteeism requires a physician's note.

ARTICLE 28
PERSONAL DAYS

SECTION A.

Effective January 1, 1991, all employees shall receive four personal days.

Effective January 1, 1992, all employees shall receive four personal days.

Effective January 1, 1993, all employees shall receive four personal days.

Once the leave is approved, it cannot be revoked unless there exists a general emergency.

SECTION B. PROCEDURE

1. Twenty-four (24) hours notice is required except for cases involving an extreme emergency.
2. The employee shall submit a request for personal leave on the prescribed form at least twenty-four (24) hours in advance, but not more than three (3) weeks in advance to the supervisor.
3. Provided the employee has submitted the request for leave three (3) or more days in advance, the department director shall approve or disapprove the request within forty-eight (48) hours of submission. If the employee has submitted the request for leave less than three (3) days in advance, the Department Director shall make a reasonable effort to approve or disapprove the request prior to the requested leave.

SECTION C.

1. Any employee who does not use his or her personal days in a calendar year due to the denial of the department director should seek relief by the Business Administrator and O.M.E.B.A.
2. It is mandatory that all employees use their four (4) personal days in the calendar year for the life of this agreement.
3. A Department Director shall not unreasonably withhold the right of an employee's personal days on an as needed basis.

ARTICLE 29
LEAVE OF ABSENCE

SECTION A. POLICY

1. Except in a few circumstances, leave of absence without pay is a privilege, not a right. Employees may request such leave but must understand that the approval or disapproval of such request is totally within the jurisdiction of the City of Orange Township. This type of leave may be requested due to lengthy illness, educational purposes, or other personal reasons. Before approving a request for this type of leave, the City of Orange Township should expect that the employee will return to duty at the expiration of the leave and that one (1) of the following benefits will result: increased job ability, protection or improvement of the employee's health, retention of a desirable employee or furtherance of a program of interest to the government. Employees who are members of the National Guard or Naval Militia of this state or of the military or naval forces of the United States may demand a leave of absence without pay, as a matter of right, for the purposes of military training duties.

2. For a permanent classified employee may request

a. Any leave shall not exceed one year at any one (1) time subject to the approval of the Mayor of the

City of Orange Township.

b. Any further extension requires the approval of the Mayor and the New Jersey Department of Personnel. In the case of any employee who is on leave of absence without pay due to the fact that the employee is assuming the duties of another office within the City of Orange Township, the approval of the Civil Service Commission will be indicated on an Interim Profile (formerly known as a CS-6 form) upon the return of this form from the New Jersey Department of Personnel.

d. A permanent classified employee who is elected to fill any public office shall receive a leave of absence without pay for the period of such term of office. Upon the expiration of said term, the person shall be entitled to resume the position held at the time of leave, provided that application is made before the expiration of the leave, and provided that there is a return to duty within six (6) years after the commencement of such leave.

e. In the event that the term of the elective public office extends over six (6) years from the commencement of the leave of absence without pay, the name of that employee upon the expiration of the six-year period, shall be placed on a special reemployment list which shall take precedence over all lists for any office, position or employment similar to that held by the employee at the time of commencement of the leave of absence without pay. Upon the expiration of the term of elective public office after such six-year

of the leave of absence without pay. Upon the expiration of the term of elective public office after such six-year period, the employee shall be entitled to reemployment in the office, position or employment held at the commencement of the leave of absence without pay, if the same is vacant, or otherwise to any similar office, position or employment.

f. If a permanent classified employee is appointed to a position by the Governor of the State of New Jersey, the person appointed shall be granted a leave of absence without pay for the duration of such appointment. This person shall retain all rights and benefits.

g. If a permanent classified employee is appointed to an unclassified position in the City, the employee may be granted a six (6) month leave of absence without pay from a classified position. The leave of absence may be renewed by action of the City Council for additional six (6) month periods.

h. Time during which an employee is on leave of absence without pay shall be deducted from total time towards seniority, vacation, longevity, and sick leave benefits, within title, except if the leave is approved for further education or training directly related to the employment. The employee will retain other rights and benefits.

SECTION B. PROVISIONAL, TEMPORARY, UNCLASSIFIED OR OTHER EMPLOYEES WHO HAVE NOT COMPLETED THE NINETY (90) DAY WORKING TEST PERIOD.

1. A leave of absence without pay for any employee in

this category shall be restricted to an exceptional situation.

2. Such leave shall not exceed sixty (60) days not be continued beyond the termination of the temporary appointment of position itself.

3. An employee, in this category, who is on leave of absence without pay, shall have this time deducted from total time for vacation and sick leave accumulation and any other benefit received due to continuing employment.

4. Any leave without pay for employees who fall in this category may be terminated by the appointing authority at any time.

5. The approval or disapproval of such request is totally within administrative discretion. This policy does not apply to the paid-uniform Police and Fire Departments of the City of Orange Township.

SECTION C. PROCEDURE

Personnel Action Form will be used as appropriate for record keeping purposes. The original will be forwarded to the New Jersey Department of Personnel.

SECTION D. RETURN FROM LEAVE

1. Policy. An employee returning from an authorized leave of absence as set forth herein shall be restored of his/her original classification at the appropriate rate of pay with no loss of seniority, employee rights, privileges, or benefits.

2. Procedure. The employee's division/department head

shall notify in writing the Personnel Office of the date
an employee returns to work following an authorized leave.

ARTICLE 30
FUNERAL LEAVE

Time off with pay, if scheduled to work not to exceed four (4) consecutive working days shall be allowed in the event of a death in the immediate family. Immediate family shall be defined as: mother, father, sister, brother, spouse, children, (natural, adopted or foster), grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents-in-law, grandchildren, grandchildren-in-law, aunt and uncle, natural or through marriage.

A limitation of two bereavement leave periods per year shall be allowed. Any additional bereavement leave due to extraordinary circumstances will be at the discretion of the Business Administrator or Mayor.

ARTICLE 31
HEALTH AND SAFETY

SECTION A.

The Township shall furnish a place of employment which shall be reasonably safe and healthful for employees. The Township shall install, maintain, and use such employee protective devices and safeguards, including methods of sanitation and hygiene, and where a substantial risk of physical injury is inherent in the nature of a specific work operation, shall also with respect to such work operation establish and improve such work methods as are reasonably necessary to protect the life, safety and health of the employee with due regard to the nature of the work required.

SECTION B.

Employees shall not be required to work where conditions exist which violate the provisions of this Article or violate health and safety laws, rules or regulations. Employee complaints of unsafe, unhealthy conditions shall be immediately investigated by the Township. Corrective action shall be taken at the earliest possible time.

SECTION C.

The Township shall provide a security guard in the morning beginning at 7:30 A.M. to open City Hall and remain in the building until the normal work day begins.

SECTION D.

If the temperature in any work location goes below the standards set by (OSHA) Occupational Safety and Health Administration the employee and/or employees shall be relocated for the completion of the work day or sent home without loss of pay or the employee/and or employees accrued sick, vacation or personal leave time.

A copy of the OSHA regulation is attached herewith.

ARTICLE 32

INSURANCE BENEFITS

SECTION A. HEALTH INSURANCE

- 18.5
1. The Township agrees to provide at no extra cost to the employees and their dependents, full Blue Cross and Blue Shield coverage including Rider J and Major Medical or equivalent.
 2. The Township agrees to provide all retired employees with twenty-five or more years of service and their dependents Blue cross and Blue Shield including Rider J and Major Medical as provided through the Public Employees Retirement System. The Township shall provide the current prescription drug plan to all O.M.E.B.A. employees who retire after 12:01 A.M. on January 1, 1991, under the age of sixty-five. (65).
 3. Change of Carrier: The Township may, from time to time, change insurance carriers or self-fund, its insurance benefits if it elects to do so providing benefits are substantially equal or better. The Township shall notify the Association prior to any change in carrier.
 4. No Claim: No employee shall make any claim against the Township for additional compensation in lieu of or in addition to the cost of his or her insurance coverage because he or she does not qualify for the family plan.
 5. Non-duplication: If an employee has health or dental insurance benefits provided under another policy, the Township will not pay a premium which would result in

duplicate insurance benefits. At the beginning of every coverage year, the Township will issue a non-duplicating insurance coverage statement which each employee must sign to verify that they are not presently covered under another health or dental insurance policy and return it to the Employer before their insurance policy will be renewed for the coverage.

SECTION B. DENTAL INSURANCE:

The Township agrees to maintain dental insurance substantially equal or better than the plan currently administered by the New Jersey Dental Service Plan in.

SECTION C. PRESCRIPTION PLAN

The Township agrees to maintain a prescription plan substantially equal to or better than the plan currently provided with a co-pay of two dollars (\$2.00). Any plan that provides a zero (-0-) co-pay for generic drugs and a three dollar (\$3.00) co-pay for brand name drugs shall be deemed equal to or better than the plan currently provided. Upon settlement with other bargaining units the City will provide a co-payment of five (\$5.00) dollars for ~~generic~~ ^{cc kl} drugs (brand name drugs) and a zero (-0-) co-pay for ~~cc kl~~ ^{cc kl} generic drugs.

SECTION D. DISABILITY

Effective January 1, 1990 the Township agrees to provide a state co-pay disability program not to exceed \$141.12 per year. Any change in premium shall be agreed upon between the Association and the City.

ARTICLE 33

SCHOOL CROSSING GUARDS

Hourly pay for school crossing guards shall be paid bi-weekly during the year as all other Township salaries are paid. Fringe benefits for school crossing guards shall be only as follows:

1. Sick leave shall be accumulated at the rate of nine (9) days per calendar year.
2. Uniforms shall be provided by the Township and are to remain the property of the Township and must be returned in good condition in the event the employee terminates his/her employment with the Township.
3. Personal days shall be granted pro-rata based on the total annual hours worked by school crossing guards and traffic violation officers.
4. In lieu of vacation leave for School Crossing Guards they shall receive eleven (11) days holiday pay each year.
5. School guards shall receive a \$150.00 clothing allowance each year in the event that uniforms are not provided for the life of this agreement.
6. Bereavement leave as provided in Article 30.
7. School crossing guards shall be included in the longevity plan. School crossing guards shall receive longevity pay retroactive to July 1, 1991.
8. School guards that work during the summer months

get paid for the fourth of July holiday.

The School Crossing Guards shall conduct the dog census during late June, early July of each year. However, the performance of any additional duties, other than the actual guarding of children at school crossing, shall be performed on a solely voluntary basis.

On days when some of the schools in the area are open and others are closed, only those guards will be required to work who are necessary to cross the children attending the schools that are open that day. The remaining guards will have the day off without loss of pay.

School guards will be paid for Snow Days not to exceed three (3) during the term of the school year.

The City agrees to post "School Crossing Zone" signs at each location on roads maintained by the Township where a school crossing guard is assigned. The Township shall also communicate with the County and make every good faith effort to get the county to install lighted flashing "School Zone" sign on all county roads which are in close proximity to City Schools including, but not limited to, Park Avenue, Scotland Road, Central Avenue and Main Street.

Nothing herein shall be considered as a waiver of these employees rights to grieve/arbitrate under the 1991-1992 1993 contract.

ARTICLE 34

POLICE DEPARTMENT CIVILIAN PERSONNEL

SECTION A.

1. Non-uniformed civilian personnel in the Police Department shall work the same hours as City Hall employees. For all other civilian personnel, the normal work day shall consist of not more than eight (3) consecutive hours in a twenty-four (24) hour period. These employees may be assigned to shifts not to exceed five (5) consecutive shifts followed by two (2) days off.
2. Civilian personnel shall be allowed a minimum of thirty (30) minutes each shifts for a lunch break away from the radio during each shift.
3. Civilian Personnel shall be given additional break except in extreme emergency equal to Article 16.

SECTION B. COMMUNICATIONS OPERATORS HOLIDAYS

As the Communications Operators primarily work the same shifts and hours as police officers, they shall receive holiday pay for fourteen (14) days to be paid twice per year seven (7) days pay in the first pay day in June and seven (7) days pay in the first pay day in December. Holiday pay shall be paid by separate checks and not included within the regular paychecks.

SECTION C.

Non-uniformed and uniformed civilian personnel shall be

provided with their uniforms and necessary accessories. The Township shall provide the dry cleaning service for these uniforms. The employees shall be responsible to keep their uniforms serviceable by providing minor repairs.

SECTION D. The City may employ full-time and/or part-time Parking Violations Officers ("PVO's"). Full-time PVO's shall be compensated pursuant to the benefits granted to full-time employees under the terms of this Agreement. PVO's who are required to work on a holiday shall receive time and one-half pay in addition to his/her regular salary for the day. PVO'S who are not required to work on a holiday as designated in this Agreement shall receive holiday pay.

Part-time PVO's

Part-time PVO's shall receive pro rata salary, premised upon the hours worked in the week or weeks in question. Fringe benefits shall be those required by applicable State law. "Part-time employee" means any employee who, by arrangement, regularly works a constant percentage of the regular and normal work week in a class or for any agency; and who is paid a percentage of an annual salary for the title in which such employee works or is paid at an hourly rate.

Permanent part-time employees who meet the above definition and accordingly are in the classified service shall accrue vacation, sick and personal leave credits on a proportionate basis. Permanent Part-time employees who work at least

basis. Permanent Part-time employees who work at least twenty (20) hours on a regular basis throughout the year shall receive paid health benefits and dental plan coverage. Permanent part-time employees who earn \$1,500.00 or more per year and are paid in each quarter of the calendar year shall be enrolled in the pension system.

Salary increases shall be granted to such employees on a proportionate basis unless otherwise specified by a bargaining unit agreement.

The Appointing Authority has the option of granting sick leave and vacation leave credit to temporary and provisional part-time employees as it deem appropriate (NJAC 4:3-17.5 and 4:3-17.6). ~~Part time parking violation officers shall~~ be entitled to bereavement leave on a proportionate basis.

SECTION E.

Any female civilian employee who serves as a matron during regular work hours shall receive a matron fee of \$25.00 per search in addition to her normal pay. These employees shall be properly trained and equipped for matron duty. Matron duty shall be performed on a voluntary basis.

SECTION F.

All civilian personnel are guaranteed a minimum of two (2) hours at time and one-half regular pay for each call outside the regular work shift.

SECTION G.

The Business Administrator agrees to meet with the Chief Shop Steward to resolve the problem of those employees not

Section E. This meeting shall be considered outside the normal grievance/arbitration procedure and this agreement shall be memorialized in a side letter. Any settlement agreement reached is subject to approval and ratification of the negotiating committee, the affected employees, the Mayor and City Council. Nothing herein shall be considered as a waiver of the employees' rights to grieve/arbitrate the non-payment of this fee if it is not resolved by the procedures outlined above.

This complete Article 34 is to be strictly enforced by the Office of the Business Administrator.

ARTICLE 35
PERSONNEL FILES

SECTION A. ACCESS TO PERSONNEL FILES

1. Employees, and officials of the Association at the request of that employee or employees, shall have reasonable access to their personnel files, subject to applicable provisions of law subject to the condition that no files may be removed from the Personnel Office and subject to the right of the Township to supervise access to records by having any person or persons designated by the Business Administrator present during employee review.

The employee shall be permitted to copy all or part of statements, writing or information contained in his or her personnel file.

2. The Township shall not except as provided by applicable law divulge any information from an employee's personnel file, including but not limited to the employee's address and telephone number to any person other than the employee's supervisor and those within the supervisor's chain of command without first obtaining written permission from the employee. Any request to divulge information from a personnel file shall inform the employee of the reason for the request. Any release given by an employee shall be limited to the specific

request for information.

3. The Township shall not add any document or make an entry into an employee's personnel file concerning his or her work performance without first notifying the employee and only if the employee is given the opportunity to answer any allegations contained in the document or entry, which answer shall be affixed to the document or the document showing the entry.

SECTION B. EXPUNGEMENT

An entry into an employee's personnel file of an oral reprimand shall be expunged from his or her personnel file after six (6) months from the date the oral reprimand is given as long as no discipline has been administered to the employee within that six (6) months. A written reprimand shall be expunged from an employee's personnel file after two (2) years from the date the written reprimand is given as long as no discipline has been administered to the employee within that two (2) years. Once expunged, a disciplinary action shall be null and void.

ARTICLE 36

DIRECT DEPOSIT

The Township shall continue to provide direct deposit by paycheck for employees covered by this agreement during the term of this agreement.

ARTICLE 37

EDUCATION

No employee shall be required, as a condition of employment or receiving any employment benefit, to attend any course, class, seminar, workshop, training session or educational program outside of his or her regular work hours. The Township will provide whatever educational or training programs are offered at no additional cost by the vendors from whom the City purchases new equipment such as computers and work processors. Such training will normally occur during regular business hours.

Employees who are requested to attend any course, class, seminar workshop training session or educational program during regular work hours shall be provided transportation or reimbursement for transportation. If employees are required to attend such training beyond these hours, they will be paid overtime. If employees take courses which will enhance performance of their job duties, the Business Administrator shall make a decision as to over time payment.

ARTICLE 38

PARKING

The Township agrees to place "reserve permit parking" signs on all parking spaces in municipal lot number five (5) for which employees are paying a monthly fee.

ARTICLE 39

PRINTING

The Township shall provide the Association with sufficient copies of the Agreement for everyone covered by the Agreement.

ARTICLE 40

CONTRACT DISTRIBUTION

The parties recognize that the efficiency of Township government depends in part, on the continued harmonious and productive relationship between the Township and the Association. To ensure the continuation of this relationship, the parties agree to distribute this Collective Bargaining Agreement to their respective department heads and shop stewards so that the parties governed by the contract shall be familiar with its terms.

(Witness Page)

In witness of their agreement, the parties have hereunto
set their signatures on this _____ day of _____
19 _____

CITY OF ORANGE TOWNSHIP

BY: _____

Robert L. Brown,
Mayor

BY: _____

Dwight Mitchell
City Clerk

WITNESS

BY: _____

Alma Clay, President
Orange Municipal Employees
Benevolent Association

BY: _____

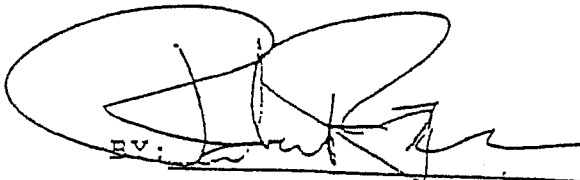
Patrick Tully
Bus. Manager/Sec. Treasurer
Essex Council #1, /Local 32
Office of Professional
Employees International
Union (O.P.E.I.U.)

NEGOTIATING COMMITTEE:

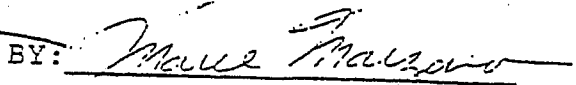
(Witness Page)

In witness of their agreement, the parties have hereunto set their signatures on this 24 day of July 19 92

CITY OF ORANGE TOWNSHIP

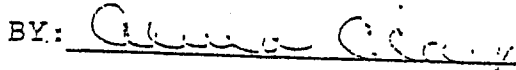

BY: _____

Robert L. Brown,
Mayor

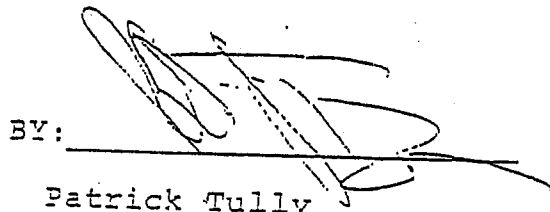

BY: _____

~~Dwight Mitchell~~ Marie Marzano
Deputy City Clerk

WITNESS

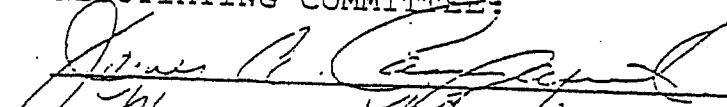
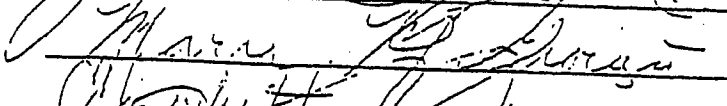
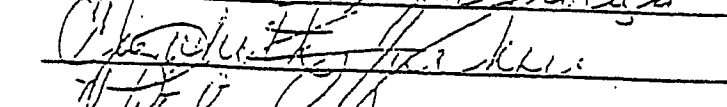

BY: 

Alma Clay, President
Orange Municipal Employees
Benevolent Association


BY: _____

Patrick Tully
Bus. Manager/Sec. Treasurer
Essex Council #1, /Local 32
Office of Professional
Employees International
Union (O.P.E.I.U.)

NEGOTIATING COMMITTEE:

 - U Pres
 Secretary
 Treasurer
 - SGT. IT ARJUS
