

Contract # 1919

F

A G R E E M E N T

BETWEEN

THE TOWNSHIP OF WEST ORANGE

AND

AFSCME COUNCIL 52 LOCAL 3476
(NON-SUPERVISORY)

EFFECTIVE: JANUARY 1, 1992 THROUGH DECEMBER 31, 1994

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THIS AGREEMENT, made this 2nd day of March 1994
between the Township of West Orange, New Jersey (hereinafter
referred to as the Township) and AFSCME Council 52 Local 3476
(hereinafter referred to as the Union).

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

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

WHEREAS, the parties desire to embody the results of the
collective negotiations in written agreement.

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

ARTICLE 1.

RECOGNITION AND SCOPE OF AGREEMENT

SECTION A. The Township hereby recognizes the Union as the exclusive representative for the purpose of collective negotiations with respect to the terms and conditions of employment with respect to the non-uniformed and non-supervisory employees of the Township of West Orange excluding School Guards.

SECTION B. This agreement shall be effective from January 1, 1992 up to and including December 31, 1994. Negotiations for a successor agreement shall commence and proceed pursuant to the rules and regulations of the Public Employment Relations Commission, but the terms and provisions of this agreement shall continue in effect until such successor agreement is executed.

SECTION C. This agreement shall be applicable to all employees in the unit represented by the Union, as set forth herein.

ARTICLE II

N.J. DEPARTMENT OF PERSONNEL

Nothing contained herein shall limit or affect the rights and benefits of employees under N.J. Department of Personnel Law (formerly called Civil Service), rules and regulations or other laws, rules or regulations except to the extent that greater benefits are provided herein that are provided for under said laws, rules and regulations. Employees may, at their option, pursue remedies which are available pursuant to N.J. Department of Personnel laws, rules or regulations or other laws, rules or regulations.

ARTICLE III

GRIEVANCE PROCEDURE

SECTION A. A grievance within the meaning of this agreement shall be any difference of opinion, controversy, or dispute arising between the employee covered by the terms of this agreement and the Township involving the interpretation and application of any provisions of this agreement. It is understood that the grievance procedure shall not include any matter, dispute or controversy, or whatsoever kind, that is appealable to the N.J. Department of Personnel.

SECTION B. The purpose of the grievance procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

SECTION C. Nothing herein contained shall be construed as limiting the right of any employees having a grievance to discuss the matter informally with his supervisor and having the grievance adjusted without intervention of the

Union provided an adjustment is not inconsistent with this agreement. The Union will be given the opportunity to be present at such adjustments provided the grievant requests same.

SECTION D. An aggrieved employee or the Union shall institute action under the provisions hereof within twenty (20) calendar days of the occurrence complained of or within twenty (20) calendar days when the employee should have known of such occurrence whichever is later, or such grievance shall be deemed waived by the said employee.

SECTION E. The following procedure is mutually agreed upon for the settlement of grievances.

STEP ONE

An employee with a grievance may first discuss it with his immediate Supervisor, with the objective of resolving the matter informally, or may institute the grievance at Step Two.

STEP TWO

In the event that the aggrieved person is not satisfied with the decision of the Supervisor at Step One, or in the event that no decision has been rendered by the Supervisor

within seven (7) calendar days after presentation of the grievance to him or if the grievance is initiated by Step Two. The matter shall be presented in writing by the aggrieved person or the Union on his behalf or by the Union, if appropriate, to the Department Head. The Department Head shall render his decision in writing within seven (7) calendar days after the presentation of the grievance to him.

STEP THREE.

In the event that the aggrieved party is not satisfied with the decision of the Department Head, or if in the event that no decision has been rendered by the Department Head within seven (7) calendar days after presentation of the grievance to him, the matter shall be presented by the Union to the Mayor. A third step grievance hearing will be held within 10 working days by the Mayor or his designee. A representative of AFSCME Council 52 will be present at this meeting. A decision shall be rendered in writing by the Mayor or his designee within (7) seven working days after presentation.

STEP FOUR.

In the event that the Union is not satisfied with the decision at Step Three or no decision has been rendered within seven (7) calendar days of the presentation of the grievance to the Mayor, then arbitration may be brought only by the Union, through its designees within

twenty (20) days from the day the Union receives the Step Three decision or within twenty (20) calendar days from the date the decision should have been received by the Union if no decision is received. Arbitration may be so brought by mailing a written request for arbitration to the Public Employment Relations Commission or New Jersey Board of Mediation and sending a copy to the Township. Arbitrators shall be selected under the selection procedures of the Public Employment Relations Commission or New Jersey Board of Mediation. The arbitrators shall conduct a hearing and investigation to determine the facts, and shall render a decision in writing to the parties. The arbitration hearing shall be conducted in the manner and under the rules and regulations of the Public Employment Relations Commission regarding the conduct of hearing and subpoenas may be issued for the production of persons and documents, which subpoenas shall be honored by the Township and the Union. The arbitrator's decision shall be final and binding upon all parties. The costs for the services of the arbitrator shall be borne equally by the Township and the Union. All other expenses incidental to and arising out of the arbitration shall be paid by the Union when they incur same. The aggrieved employee and witnesses shall be granted time off with pay to attend any arbitration hearing.

SECTION F.

A grievance affecting a group of employees may be submitted by the Union on behalf of said name group at Step Two of the grievance procedure. It is understood that the Union cannot file a grievance independent of any employee covered by the terms of this agreement. If any employee withdraws the grievance after having presented same, the Union shall be terminated forthwith all grievance procedures with respect thereto.

ARTICLE IV
UNION BUSINESS

SECTION A. The Township shall permit members of the Union Grievance Committee-Shop Stewards (not to exceed five) to conduct the business of the Committee, which consists of conferring with employees and the Township on grievances and related matters in accordance with the grievance procedure set forth herein, during the duty hours of the members of said Grievance Committee, without loss of pay. Employees who are the subject of the grievance and witnesses, shall be permitted to confer with such members of the Grievance Committee during duty hours, without loss of pay. The conference time provided for shall be reasonable and agreed upon by Directors or Department Heads in advance so as not to interfere with the operation of said Departments.

SECTION B. All grievance hearings, conferences and meetings shall take place during duty hours. Union representative, employees and witnesses shall be granted time off with pay for the purpose of attending such hearings, conferences and meetings.

SECTION C. A Union representative or the grievant have the right to examine or cross-examine the witnesses or parties who appear at any Step of the grievance procedure.

SECTION D. The Township shall permit members of the Union Negotiating Committee to attend collective

negotiations during the duty hours of said members, without loss of pay up to a limit of five (5) employees per meeting.

SECTION E. The Township shall permit two (2) members of the Union to conduct Union business relating to the administration of the terms of this agreement and other related Union business during duty hours, without loss of pay provided the conduct of such business shall not seriously diminish the effectiveness of a department.

ARTICLE V

BULLETIN BOARDS AND ACCESS

SECTION A. The Township shall permit the Union.
reasonable use of all bulletin boards located in the Township
premises for posting notices concerning Union business.

ARTICLE VI
HEALTH AND SAFETY

SECTION A. Employees will not be required to work where conditions exist which violate health or safety laws, rules or regulations. Employee complaints of unsafe, unhealthful conditions shall be promptly investigated by the Township. Corrective action shall be taken at the earliest time possible.

ARTICLE VII

INSURANCE

The Township shall continue to provide all medical, hospital, surgical and worker's compensation insurance, together with all other insurance presently provided for each of the employees of the Township. Effective January 1, 1989, the Township as a participant in the N.J. State Health Benefits shall provide paid hospitalization for eligible retired members per rules and regulations of the N.J. State Health Benefits Program Act as per the attached resolution.

ARTICLE VIII

PERSONAL DAYS

All employees shall continue to receive personal days in accordance with the present practice and ordinances as of the effective day of the Agreement.

ARTICLE IX

CLOTHING

The Township shall pay a clothing allowance of \$500. to Public Works employees excluding the Engineering Department.

Said clothing allowance shall be paid in May of each year. Foul weather gear shall be continued to be supplied by the Township.

Each eligible Public Works employee will receive in addition to the current \$500. allowance, additional items items of clothing worth approximately \$100. The Union leadership can suggest the additional items of clothing. The Township Administration shall have the final decision on the item or items to be purchased.

ARTICLE X

OVERTIME

SECTION A. The Township agrees that overtime pay consisting of time and one-half shall be paid to all employees covered by this Agreement for hours worked in excess of the regular work days, when authorized by the Department Director or designee for emergency purposes only.

SECTION B. Time and one-half shall be paid for all holiday work in addition to holiday pay, when authorized by the Department Director or designee for emergency purposes only.

SECTION C. Effective January 1, 1976, employees recalled to duty at time other than during their regular hours of duty shall be paid a minimum of four (4) hours pay at overtime rates, irrespective of time actually worked. It is agreed that the Township may require the employee to work the full four (4) hours.

SECTION D. Overtime shall be allocated and granted on a departmental seniority basis where possible. Departmental

job grade seniority lists shall be maintained by the Township and copies of same shall be provided to the Union. The Township shall rotate the list in granting overtime, except where a specific skill, including but not limited to snow removal operations, is required.

SECTION E. Payment for overtime work shall be made within two pay periods after such overtime work is performed and submitted for payment.

SECTION F. The provisions of this article to the contrary notwithstanding. Double time shall be paid for all holiday work, in addition to holiday pay, authorized by the Department Director or designee for the Thanksgiving Day Holiday, Christmas Day Holiday and New Year's Day Holiday. This double time pay shall be for those scheduled to work, as well as those called in or recalled as it were, for emergency purposes.

ARTICLE XI
UNION SECURITY

Insofar as it is permitted by law, the Township agrees to deduct from the pay of all employees who are members of the Union, initiation fees, dues and assessments. Initiation fees, dues and assessments so deducted shall be paid over to the properly designated Union official monthly on a regular recurring basis.

ARTICLE XII
DISCIPLINE

SECTION A. The employee shall have the right, if requested of him to have a representative of the Union or any attorney present during any interrogation or hearing when disciplinary action is contemplated. The employee shall receive a copy of any written statement made by him to his superior regarding any complaint, and shall, upon his request and at his expense, be given a copy of any stenographic record or tape recording which may be made during any such interrogation or hearing, or may, at his own expense, make a stenographic record or tape recording of such interrogation or hearing if there is no such record or recording made by the Township.

ARTICLE XIII

DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the Township or any of its agents against the employees represented by the Union, because of membership or activity in the Union. The Union shall not intimidate or coerce any employee into membership. Neither the Township nor the Union shall discriminate against any employee because of race, creed, color, age, sex, or national origin.

ARTICLE XIV

EQUIPMENT

Employees shall have adequate equipment to perform their duties.

ARTICLE XV

TRANSFER OR REASSIGNMENT

Transferring or reassigning of employees shall be done in accordance with N.J. Department of Personnel rules and regulations.

ARTICLE XVI

OUT OF TITLE WORK

Employees shall be assigned work appropriate to and within their job title description, and any description change shall be subject to N.J. Department of Personnel procedures.

ARTICLE XVII

WAGES

Effective January 1, 1992 there shall be a 3% increase based on the salary as of December 31, 1991. Effective July 1, 1992, there shall be a 4% increase based on the salary as of June 30, 1992. Effective January 1, 1993, there shall be a 3% increase based on the salary as of December 31, 1992. Effective July 1, 1993, there shall be a 4% increase based on the salary as of June 30, 1993. Effective January 1, 1994, there shall be a 3% increase based on the salary as of December 31, 1993. Effective July 1, 1994, there shall be a 4% increase based on the salary as of June 30, 1994. In addition, employees will receive or move to their normal and usual increment or step.

Effective January 1, 1992 , all new employees shall reach maximum in 5 steps.

ARTICLE XVIII

VACATION

The present practice and ordinance regarding vacations in effect January 1, 1979 shall be maintained as per the attached copy of the ordinance.

ARTICLE XIX

LONGEVITY

Longevity shall be paid to all permanent, full-time non-uniformed employees covered under the AFSCME Local 3476 agreement upon the following schedule based upon the number of years complete as of December 31 of the previous year in accordance with Ordinance Number 783-85:

2% of base salary - upon the completion of 5 years of continuous uninterrupted service;

4% of base salary - upon the completion of 10 years of continuous uninterrupted service;

6% of base salary - upon the completion of 15 years of continuous uninterrupted service;

8% of base salary - upon the completion of 20 years of continuous uninterrupted service;

10% of base salary - upon anniversary date of the employees twenty-fourth year of continuous uninterrupted service.

ARTICLE XX

HOLIDAYS

SECTION A The official thirteen (13) holidays with pay shall be observed as listed in the Revised General Ordinances of the Township of West Orange, Section 4-12.2 in effect as of January 1, 1975, as per copy of attached ordinance.

ARTICLE XXII

SICK LEAVE

Sick leave shall be in accordance with the Township of West Orange Revised General Ordinances, Section 4-14.1 amended to sixteen (16) sick days per year. Leave of absence for injury or illness in line of duty shall be in accordance with the Township of West Orange Revised General Ordinance Section 4-14.4 (Ordinance 395-76), as per the attached copy of ordinance.

ARTICLE XXII
MANAGEMENT RIGHTS

The Union recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the employer. All of the rights, power, duties and responsibilities and authorities which the employer had prior to the signing of the Agreement continue to be retained by the employer except insofar as specifically limited by the Agreement, and then only insofar as such limitations are legal.

ARTICLE XXIII

STRIKE CLAUSE - SLOW-DOWN-WORK ACTION

Subject to the terms and conditions of N.J.S.A. title 11, New Jersey Administrative Code, Department of Civil Service Title 4, and Chapter 477 of the laws in 1979. The Union agrees that there shall be no striking, slow-down, lock out, mass resignation, mass absenteeism or other similar actions involving suspension or interference with normal work performance, it is agreed that participation in any such activity by any union member, shall entitle the Township to discontinue the Union's dues deduction privileges, etc. as it more specifically sets forth in Article 11.

ARTICLE XXIV

SEVERABILITY

In the event that any provisions of this Agreement is hereinafter rendered invalid by operation of law, it is understood that such provision is severable from the rest of this Agreement, which shall remain in full force and effect.

ARTICLE XXV

CONFORMITY OF TOWNSHIP CODE

The Township represents that it will forthwith take the necessary steps to amend the Revised General Ordinances of the Township of West Orange so as to conform to the terms of this Agreement, insofar as any section of said code is inconsistent with the terms of the Agreement.

ARTICLE XXVI

MAINTENANCE OF BENEFITS

Only the rights, benefits and privileges set forth herein shall accrue to the Union. It is agreed that no other rights, benefits and privileges except those specifically stated herein and those accruing by law are made part of this Agreement. There are no rights, benefits and privileges accruing to the Union by custom, practice or usage.

ARTICLE XXVI
RETIREMENT BENEFIT

Members of the bargaining unit who retire after having more than twenty-five years (25) of uninterrupted continuous service, to the Township of West Orange on or subsequent to February 1st of any given year, will be entitled to full vacation and sick leave benefits.

Members who retire after twenty (20) years of uninterrupted continuous service to the Township of West Orange and who attain the age of fifty-five (55) years of age on or subsequent to February 1st of any given year, will be entitled to full vacation and sick leave benefits.

LABOR MANAGEMENT AND INCREMENT REVIEW

SECTION A. The Township agrees to the creating of a Labor Management Committee consisting of the Mayor and designee who will meet on a regular basis with representatives of the union. Said meetings will take place on a monthly basis, or in any event at least nine (9) times a year.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or have caused these presents to be signed by their corporate officers and their corporate seals affixed hereto as of this 2nd day of March 1994.

ATTEST:

TOWNSHIP OF WEST ORANGE

Patrick Miller

Samuel A. Spina
SAMUEL A. SPINA, MAYOR

ATTEST:

AFSCME LOCAL 3476

Louis Reynolds

Joyce Maurer
PRESIDENT

APPROVED AS TO FORM BY:

Joseph G. Dooley, Jr.
JOSEPH G. DOOLEY, JR.
TOWNSHIP ATTORNEY