

# 2581

**AGREEMENT**

**BETWEEN**

**TOWNSHIP OF SOUTH ORANGE VILLAGE**

**A MUNICIPAL CORPORATION OF NEW JERSEY**

**and**

**ESSEX COUNCIL NO. 1**

**LOCAL 32, OPEIU, AFL-CIO**

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**January 1, 1996 through December 31, 1999**

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PREAMBLE

THIS AGREEMENT, made as of this        day of  
1994, 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 ESSEX COUNCIL NO. 1,  
LOCAL 32, OPEIU, AFL-CIO, hereinafter referred to as the "Union",

WITNESSETH, 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 these premises 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 I

UNION RECOGNITION

Section 1. The Union is the exclusive representative for the purpose of collective negotiations with respect to the terms and conditions of employment of all clerical and blue-collar employees employed by the Village including:

Field Representatives - Property Maintenance  
Telephone Switchboard Operator  
Administrative Assistant  
Clerks  
Clerk-typists  
Senior Clerk-typists  
Clerk-stenographers  
Senior Clerk-stenographers  
Principal Clerks  
Principal Clerk-stenographers (non-exempt)

Senior Cashiers  
Building Maintenance Workers  
Plumbing Inspector  
Electric Inspector  
Property Maintenance Inspector  
Zoning Officer  
Code Enforcement Officer  
Building Service Workers  
Truck Drivers  
Mechanics  
Senior Mechanic  
Equipment Operators  
Light Laborer  
Laborers  
Meter Readers-Repairmen  
Animal Control Officers  
School Crossing Guards  
Recreation Leaders  
Senior Park Caretakers  
Parks Maintenance Worker  
Omni-Bus Driver  
Account Clerk  
Senior Account Clerk  
Record Room Clerk  
Deputy Registrar of Vital Statistics  
Police Communications/Dispatchers

but excluding all library employees, managerial executives, craft employees, confidential employees, other professional employees, police, firefighter, guards (other than school crossing guards) and supervisors as defined in the Public Employees Relations Commission (P.E.R.C.) Act or described in Section 2 of this article. Any new titles introduced that fall outside the scope of management personnel including permanent part time employees are covered by this Agreement.

Section 2. Titles excluded are: Administrator, Clerk/Purchasing Agent, Treasurer/Chief Financial Officer, Director of Parks and Recreation, Street Superintendent, Tax Assessor, Tax Collector, Public Safety Director, Fire Chief, Director of Community Development, Welfare Director, Deputy Fire Chief, Police Captain, Chief Water Plant Operator, Municipal Court Clerk/Administrator, Supervisor of Recreation, Deputy Municipal Clerk, Program Supervisor, Foreman/Streets, Foreman/Water, Foreman/Parks, Principal Clerk Stenographer/Administrative & Executive, Principal Payroll Clerk/Finance, Principal Clerk-typist/Police, Library Director, Principal Librarian, Senior Librarian, Supervisory Librarian, Senior Library Assistant, Junior Library Assistant, Attorney, Prosecutor, Public Defender, Magistrate, Health Officer, School Physician.

ARTICLE II

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.

Section 5. Union representatives may take an aggregate of three (3) days off in each contract year for attendance at Union meetings or conventions. This time is in lieu of any time awarded by the Statutes of New Jersey for such purposes.

ARTICLE III

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 time, 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 Article VI;
- e) for just cause, to suspend, demote, discharge or take other appropriate disciplinary action against an employee;
- 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 IV

DISCRIMINATION AND COERCION

Section 1. 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 or political affiliation.

ARTICLE V

MAINTENANCE OF WORK OPERATIONS

Section 1. In addition to any other restriction 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 VI

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 work force. The question of the reasonableness of any re-assignment of personnel is subject to the Grievance Procedure hereinafter set forth in this Agreement.

ARTICLE VII

UNION BUSINESS DURING WORKING HOURS

Section 1. 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:

- a) Collective negotiating
- b) Time spent conferring with management on specific grievances as specified in the Grievance Procedure hereafter set forth, and
- c) Observation of processes, machines, equipment or physical working conditions involved in a specific grievance when such observation 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.

ARTICLE VIII  
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 suspension or discharge.

ARTICLE IX

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, and the basic work day shall consist of seven (7) hours of work per day exclusive of one (1) hour lunch period. 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 personnel - the basic work week for Public Works and Parks employees shall consist of forty (40) hours of work from Monday to Friday inclusive, and the basic work day 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. but may be varied for seasonal operations or in emergencies. The basic work week for Water Department employees at the Pumping Station shall consist of forty (40) hours of work per week, and the basic work day shall consist of eight (8) hours of work per day. Ordinarily, there shall be three (3) shifts per day, seven (7) days per week, with normal starting and quitting times as follows:

First Shift	8:00 a.m. to 4:00 p.m.
Second Shift	4:00 p.m. to 12:00 midnight
Third Shift	12:00 midnight to 8:00 a.m.

c) *School Crossing Guards* - the basic work week for school crossing guards when working shall consist of twenty (20) hours of work per week from Monday to Friday. The normal schedule shall be as follows:

8:00 a.m. to 9:00 a.m.

11:30 a.m. to 1:00 p.m.

3:00 p.m. to 4:30 p.m.

d) The Village may modify schedule of work hours to meet the needs of the Village 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 as they have in the past. Effective January 1, 1996, operators shall receive stand-by pay for performance of said stand-by duties from 4:30 p.m., Friday, to 7:30 a.m., Monday, as follows:

	<u>1996</u>	<u>1997, 1998, 1999</u>
DPW	\$260 per weekend	\$290 per weekend

Payment for a three-day holiday weekend should be at the rate of \$390 for 1996 and \$435 for 1997, 1998 and 1999. The 4:30 p.m. commencement time and 7:30 a.m. termination times shall also apply during three-day holiday weekends but shall be extended to cover the third day (the holiday).

ARTICLE X

OVERTIME

Section 1. The Village agrees that overtime consisting of time and one-half (1 1/2) of straight time pay shall be paid to all employees covered by this Agreement for time worked in excess of forty (40) hours of work in the standard work week. Payment of overtime to employees may be in compensatory time or cash at the option of the Village. Notwithstanding the foregoing, overtime work performed on holidays or weekends or days off shall be paid for by the Village at the rate of time and one-half (1 1/2) besides any payment ordinarily scheduled to be receive 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 his 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 premium time.



ARTICLE XI

LENGTH OF SERVICE PAY PLAN

Section 1. Employees hired on or before December 31, 1994, 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.

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

Upon Completion of 7 yrs. of service	\$ 300.00
Upon Completion of 12 yrs. of service	\$ 600.00
Upon Completion of 17 yrs. of service	\$ 900.00
Upon Completion of 22 yrs. of service	\$ 1,200.00
Upon Completion of 27 yrs. of service	\$ 1,500.00

School crossing guards shall also be paid, in addition to base pay, a longevity increment based upon cumulative uninterrupted years of service in the employ of the Village in accordance with the above schedules except that upon completion of five (5) years of service, a 2% increment of base pay shall be paid instead of \$200.00.

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.

ARTICLE XII

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

<u>Years of Service</u>	<u>Vacation Allowance</u>
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 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

<u>Years of Service</u>	<u>Vacation Allowance</u>
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

School crossing guards shall be entitled to the above  
vacation plan on a pro rata basis as follows:

Employees Hired Prior to April 1, 1991

<u>Years of Service</u>	<u>Vacation Allowance</u>
0 to 1 year of service	1/2 working day per month for each month worked
1 completed to 4 completed years of service by June 30	8 1/2 working days
5 completed to 9 completed years of service by June 30	9 1/2 working days
10 completed to 14 completed years of service by June 30	10 1/2 working days
15 completed to 19 completed years of service by June 30	11 1/2 working days
20 completed years of service and above by June 30	13 1/2 working days

Employees Hired After April 1, 1991

<u>Years of Service</u>	<u>Vacation Allowance</u>
0 to 1 year of service	1/2 working day per month for each month worked
1 completed to 4 completed years of service by June 30	8 1/2 working days
5 completed to 9 completed years of service by June 30	9 1/2 working days
10 completed to 14 completed years of service by June 30	10 1/2 working days
15 completed years of service and above by June 30	11 1/2 working days

This vacation plan for school crossing guards shall be  
pro-rated if an employee does not work the normal year.

Section 2. The following days are to be regarded as vacation days and not as holidays.

The day after Thanksgiving

1996 December 24th

1997 December 24th

1998 December 24th

1999 December 23rd

An employee who is required to work on any of the days set forth shall be given a compensatory day off at said employee's respective straight time rate of pay. If an employee is required to work in excess of his or her normal daily hours of work on any of the days set forth, then said employee shall be paid at his or her appropriate overtime rate for said excess hours worked in addition to receiving the compensatory day off hereinabove set forth. The benefits set forth in this section shall be paid to the school crossing guards only for those days indicated which would be regular working days for said school crossing guards. In such event, the benefit shall be paid to them at their regular straight time daily rate.

Section 3. Vacations will be scheduled so as 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 4. An employee who has resigned or has otherwise voluntarily separated from employment shall be entitled to the vacation allowance pro-rated on the basis of the number of months worked in the calendar year in which the separation becomes effective.

Section 5. If a conflict arises as to scheduling.

the employee with the greater seniority shall be given his/her choice of vacation.

Section 6. Vacation, when authorized to be carried over into the succeeding year, may be credited to the employee's sick bank with the approval of the Village Administrator.

ARTICLE XIII

HOLIDAYS

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

New Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
Washington's Birthday (observed on Presidents' Day)  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
General Election Day  
Thanksgiving Day  
Christmas Day

Section 2. Any of the aforementioned holidays which falls on Saturday shall be celebrated the preceding Friday, or which falls on 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 following Monday to be celebrated for any of the aforementioned holidays which falls on Saturday or Sunday, then the State declared holiday shall prevail in lieu of any such Friday or Monday. As set forth above, the total number of holidays to which Village employees covered hereunder are entitled shall remain at thirteen (13).

Section 3. Employees who do not work on the observed holiday, shall receive their regular pay for such day provided any absence occurring on the day before and/or the day

after the holiday has been excused by the Village. Past practice for payment of holidays worked shall be continued. Except in emergency situations, the Village shall provide two (2) working days advance notice of overtime work which is scheduled for a holiday.

Section 4. School crossing guards shall be entitled to six and one-half (6 1/2) paid holidays which shall be pro-rated if an employee does not work the normal year.

ARTICLE XIV

BEREAVEMENT LEAVE

Section 1. Every permanent full-time employee shall be granted three (3) days leave with pay upon the death of a member of his immediate family. Immediate family shall include spouse, children, parents, grandparents, brothers and sisters, spouse's parents and gay or lesbian partner. The commencement and ending of the three day 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 for Bereavement Leave outside the above listed family members.



ARTICLE XV

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 for every 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 and the employee shall be entitled to use such accumulated sick leave if and when illness occurs. Upon retirement from employment, each employee shall be paid for any accumulated sick leave in accordance with the following formula:

Total Amount of Sick Days Accrued from Date of Employment to Date of Retirement	Annual Salary at Time X of Retirement
2	260

In no event shall any employee receive a sum in excess of \$15,000 for accumulated sick leave.

Section 2. All employees' accumulated sick leave will be restated as of the effective date of this Agreement on an annual basis by crediting each employee presently in service with fifteen (15) sick days for each year of completed service and subtracting therefrom all sick days already taken. A copy of the calculations and conclusions will be given to each member. The Village figure will be deemed correct unless a protest is filed within 30 days of the delivery of the summary referred to.

Section 3. 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 4. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to 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 by Department of Personnel Rules.

Section 5. An employee absent on sick leave shall submit acceptable medical evidence substantiating the illness if requested by the Village. Such request shall not be unreasonably made.

Section 6. An employee who does not expect to report for work on any working day because of personal illness or for any of the reasons set forth in Section 2 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 7. Employees on a seasonal basis are not eligible for sick leave benefits as outlined above.

Section 8. School crossing guards shall be entitled to eight (8) sick days per year which shall be pro-rated if an employee does not work the normal year. All retirement benefits shall be based on a pro-rated basis.

ARTICLE XVI

LEAVE OF ABSENCE

Section 1. Village Policy #A-89-22, as amended, is hereby incorporated herein by reference. It is understood and agreed that amendments and changes to the said policy shall be deemed amendments to this contract.

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

<u>1994</u>	<u>1995</u>
2 days	2 days

Personal Leave days may not be accumulated from year to year, however, if not utilized, may be credited to the employees sick bank.

ARTICLE XVII

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 services 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 rates of pay for each job classification of the full-time, regular employees covered by this Agreement shall be increased from those rates in effect on December 31, 1995, by 4.5% (four and one half percent) retroactive to January 1, 1996, 4.5% (four and one half percent) for 1997, effective with the first pay check issued in January, 1997, and 4.0% (four percent) for each of the succeeding two years effective January 1, 1998 and January 1, 1999.

With respect to employees hired on or after January 1, 1989, the step increases by which an employee can go from the minimum to the maximum in the salary range for the title they are hired to work in will be ten (10) in number with one step being acquired each year. Employees hired on or before December 31, 1988, shall continue to receive step increments on a five (5) step basis, with one step being acquired each year.

Section 2. School crossing guards shall be paid in

accordance with the schedule set forth in the salary ordinance.

Step progression shall be made after one year in any step grade. All progression shall be based on merit considerations.

The Village reserves the right to add a premium not in excess of \$.10 per hour of work for those employees who perform work at hazardous crossings as selected and defined by the Village.

Section 3. Police Matrons will receive a stipend of \$50 per female search of prisoners.

ARTICLE XVIII

UNIFORM AND CLOTHING ALLOWANCE

Section 1. Employees of the Department of Public Works, all divisions, shall receive a full issue of clothing as per the following list, for the year 1994. Color - navy, dickie brand:

6 pair twill pants

2 pair flannel lined twill pants

4 short sleeved poplin shirts

3 long sleeved twill shirts

6 pocket T-shirts

1 Ike jacket with zip out liner

1 Sur coat

In the years 1996, 1997, 1998 and 1999, all DPW employees, all divisions, shall receive a clothing allowance in the amount of \$350.00 (three hundred and fifty dollars).

This 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. All clothing purchased by employees shall conform to the current uniform policy of the department. A policy of daily inspections in the department shall continue.

Section 2. The clothing allowance shall be payable on the first pay day in April of the applicable year. Employees who resign under honorable conditions shall be entitled to receive only the pro

rata equivalent of the clothing allowance based upon length of service from January 1st to the date of resignation.

Section 3. New hires shall not receive the aforesaid clothing allowance in the year of hire. New hires shall, during said year, be issued a full uniform as specified in Section 1 of this Article.

Section 4. The Village agrees to purchase and supplement the employees' uniform with the necessary safety equipment and foul weather gear as follows. This shall apply to any employee who must perform outdoors ow work that shall require safety gear. The list is:

1. Hard hat
2. Goggles
3. Specialized safety equipment as needed
4. One (1) complete set of rain gear  
(jacket, pants, rubber boots and hood)
5. Steel boot covers
6. One (1) pair work gloves, replaced as needed

Section 5. The Police Communications Operators (Dispatchers) shall be uniformed. Daily inspections shall apply. In the contract years of 1996, 1997, 1998 and 1999, this title shall receive an allowance of \$255.00 (two hundred and fifty-five dollars) in each year for the purpose of supplementing the uniform issue. Said allowance shall be payable on the first pay day in April of each year. All new hires shall receive a full uniform issue at the time of employment which shall consist of the following items:

1. 2 grey shirts, long sleeve, w/rocker and patch

2. 2 grey shirts, short sleeved, w/rocker & patch
3. 2 navy blue polyester pants
4. 2 black clip-on ties
5. 1 navy blue button front cardigan sweater
6. 4 (four) sets dispatcher rockers  
(rocker and dispatch rocker)

Section 6. The animal control officer shall be uniformed.

In the contract year 1994, he received the same issue as the DPW crew in Section 1 of this Article. In the contract years 1996, 1997, 1998 and 1999, he shall receive the same allowance as the DPW employees - \$350.00 - for the same purpose and on the same date. Should a new animal control officer be hired, he/she shall receive, at the time of hire, a full issue as specified in Section 3 of this Article. Daily inspections shall apply.

Section 7. As of October 1, 1994, the property maintenance inspection (AKA Code Enforcement Officer/Zoning Officer) became uniformed. Daily inspections shall apply. The uniform issue for this employee consists of the following items that were issued in the year 1994 as a "new hire", offset by any items previously issued to current employees. In the contract years of 1996, 1997, 1998 and 1999, this title shall receive an allowance of \$255.00 (two hundred and fifty-five dollars) for the purpose of supplementing the uniform issue. This allowance shall be payable on the first pay day of April. Any newly hired full-time person in the identical title shall receive a full issue of the items listed below at the time of hire. This title's uniform issue shall consist of:

6 slacks (or 4 slacks and 2 skirts if female employee)



so chooses).

3 long sleeved shirts or blouses.

3 short sleeved shirts or blouses.

1 blazer

Section 8. All crossing guards shall be uniformed employees. At time of hire, each crossing guard shall receive the following uniform items. Daily inspections shall apply. After receipt of initial issue at time of hire, crossing guards shall receive uniform items on an as needed basis. The crossing guard uniform initial issue shall consist of:

1. 1 "Evin" 3/4 length winter coat (orange)
2. 1 "Westmark" nylon windbreaker (orange with "school guard" printed on back)
3. 1 baseball cap (orange with "school guard")
4. 1 navy blue eight point police hat
5. 2 "Elbaco" short sleeved light blue shirts
6. 2 "Elbaco" long sleeved light blue shirts
7. 2 navy blue police type #600MBK trousers  
(optional: skirt for women - Facheiner #38033)
8. 1 black clip on tie
9. 1 "Weather Rite" orange raincoat and hat cover
10. 1 pair "Tingley" #1500 knee high black rain boots
11. 1 pair orange, black or white mittens or gloves
12. 1 black leather pants belt

ARTICLE XIX

CALL IN PAY

An employee who is called in to do work in emergencies 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 XX

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 the 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.

Step 2 - If the matter is not settled 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 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 grievance is not resolved at Step 3,

then the Union may refer the grievance to the Board of Trustees of the Township of South Orange Village for determination. The Union shall refer the matter to the Board of Trustees within ten (10) working days after receipt of the response of the Village Administrator under Step 2. The Board of Trustees shall, within thirty (30) days answer the grievance in writing setting forth the position of the Village or convene a hearing to hear the matter presented to it de novo.

Step 5 - Within twenty (20) days after delivery of the written resolution of the Board of Trustees, the Union, if it is not satisfied with the resolution of the matter, shall have the right to submit the grievance to arbitration as hereinafter set forth. 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 then be processed by the Union to the next step.

ARTICLE XXI

ARBITRATION

Section 1. If a grievance is not settled under Article XX, 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 limit his interpretations to 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. Submissions to arbitration must be made within twenty (20) days following the answer of the Board of Trustees and in accordance with the provisions of Article XX, Section 3.

ARTICLE XXII  
HEALTH AND WELFARE

Section 1. All employees of the Union covered by this Agreement and eligible members of their families shall be entitled to full coverage of Blue Cross/Blue Shield, Rider J, and Major Medical Insurance as provided for in the State Health Plan. The Village shall also supply a Dental Insurance Plan which provides both preventive 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 as 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 hereunder, to supply comparable insurance coverage in lieu of the coverages set forth herein. It is understood and agreed that the premiums for these benefits shall be paid for by the Village, 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 family.

Section 2. After five (5) years of continuous service, school crossing guards shall receive the same medical and health benefits as are received by all employees herein, unless otherwise provided for under a policy issued to their spouses.



ARTICLE XXIII

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 XXIV

TERMINATION AND EXTENSION OF AGREEMENT

Section 1. This agreement shall be considered as in effect from January 1, 1996 to December 31, 1999.

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

Section 3. If negotiations have not been 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 such event, however, and if the extension is agreed upon, any changes made 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 additional thirty (30) day periods by mutual consent.

ARTICLE XXV

COMPLETENESS OF AGREEMENT

Section 1. This Agreement constitutes the entire collective negotiation 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. Subject to Article XX, Section 3, nothing contained herein shall limit or affect the rights and benefits of employees under Civil Service and state laws and the rules and regulations promulgated thereunder.
2. Any and all existing employee benefits which are actually in effect on the date of this Agreement shall remain in effect except to the extent that they are modified by this agreement. If the existence of such current employee benefit is disputed, then its existence on the date of this Agreement is subject to proof in accordance with the provisions of Article XX of this Agreement.

ARTICLE XXVI

LABOR/MANAGEMENT RELATIONS COMMITTEE

The Village and the Union have agreed to establish a Labor/Management Relations Committee for the purpose of informally discussing working conditions, safety issues which bear on the working conditions of the various departments covered under the contract, improvements in providing services to the community and otherwise increasing productivity. These meetings will be held on a quarterly basis, but may be held either more frequently or less frequently, as the need for such meeting arises or lessens. The Village and the Union each agree that the labor Management Relations Committee shall consist of no more than three (3) persons on each side. It is understood and agreed, however, that if the parties desire, subcommittees of the Labor Management Relations Committee can be created to deal with specific issues dealing with specific departments within the Village.

ARTICLE XXVII

DUES DEDUCTION

Section 1. The Village agrees to deduct the Union dues and regular assessments of each member of the bargaining unit who furnished a voluntary written authorization for such deduction. The Village agrees to deduct from all non-member employees in the unit a representation fee of 85% of the regular membership dues; said fee shall be deducted from the payroll and paid to the majority representative as described in Section 4.

Section 2. The right of the dues deduction for any employee in the bargaining unit shall be limited to the Union and employees shall be eligible to withdraw such authorization only as of July 1st of each year provided the notice of withdrawal has been filed timely.

Section 3. The amount of the union dues shall be such amount as shall be certified to 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 (15th) 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 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 by their duly authorized representatives set their hands and seals.

ATTEST:

Marjorie O. Smith  
Marjorie O. Smith  
Village Clerk

THE TOWNSHIP OF SOUTH ORANGE VILLAGE

By:

William R. Calabrese  
William R. Calabrese  
Village President

ATTEST:

Robert J. Tully

ESSEX COUNCIL NO. 1  
Local 32, OPEIU, AFL-CIO

By:

M. A. C. M. Shop Steward D.P.W. Rep  
President  
South Orange Employees Assn.

By:

Patrick J. Tully, Bus. Manager  
Secretary-Treasurer  
Local 32, O.P.E.I.U.