

**AGREEMENT**  
**BETWEEN**  
**THE TOWNSHIP OF WEST ORANGE**  
**AND**  
**AFSCME COUNCIL 52 LOCAL 3476**  
**(NON-SUPERVISORY)**

**EFFECTIVE : JANUARY 1, 2002 THROUGH DECEMBER 31, 2005**

THIS AGREEMENT, made this 18<sup>th</sup> day of March, 2003 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).

WITNESSETH THAT

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:

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## ARTICLE I

### 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, 2002 up to and including December 31, 2005. 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, of 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 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 ten (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 seven (7) 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 terminate 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 workers' 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 NJ State Health Benefits shall provide paid hospitalization for eligible retired members per rules and regulations of the NJ State Health Benefits Program Act as per the attached resolution.

The Township shall continue to provide a prescription plan for all members of the bargaining unit, providing benefits no less than currently in effect with a \$5.00 generic/\$12.00 brand co-payment, effective May 1, 2003.

All employees hired July 1, 1999 and thereafter who wish to participate in the Dental and/or Prescription Plans provided by the Township will contribute 50% of the yearly premium cost which is to be withdrawn from the employee's pay in equal payroll deductions.

## **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.

As of the effective date of this Agreement, all employees covered by its terms are receiving three (3) personal days per year.



**ARTICLE IX**  
**CLOTHING**

The Township shall pay a clothing allowance of \$500.00 to Public Works employees excluding the Engineering Department This allowance shall be increased by \$50.00 in each year of the agreement, to \$550.00 in 2002; \$600.00 in 2003; \$650.00 in 2004; and \$700.00 in 2005.

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 clothing allowance, an additional stipend for uniforms of \$100.00, which will be paid to the employee in the same manner as the regular uniform allowance, eliminating the voucher system starting in the year 2003.

It has been agreed with the Union that its membership will adhere to certain guidelines regarding dress code that has been established and is acceptable between the Union and the Administration.

## **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 the 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 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 NJ 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 NJ Department of Personnel procedures.

## **ARTICLE XVII**

### **WAGES**

Effective January 1, 2002 there shall be a 3.0% increase in base salary based on the salary as of December 31, 2001. Effective January 1, 2003 there shall be a 3.0% increase in base salary based on the salary as of December 31, 2002. Effective January 1, 2004 there shall be a 3.0% increase in base salary based on the salary as of December 31, 2003. Effective January 1, 2005 there shall be a 3.0% increase in base salary based on the salary as of December 31, 2004. In addition, employees will receive or move to their normal and usual increment or step. There shall be six (6) increment steps.

## ARTICLE XVIII

### VACATION

All permanent and provisional full time employees hired prior to July 1, 1999 shall be granted annual paid vacation leave in accordance with the following schedule:

Less than one year of service: one working day for each month of service.

Based on years of service as of July 1<sup>ST</sup>:

<u>Years of Service</u>	<u>Working Days</u>
One up to 5	15
5 up to 10	18
10 up to 15	21
15 up to 20	24
20 and over	28

In order to be eligible for credit for a vacation day the month hired, the employee's starting date must be before the 15<sup>th</sup> of the month. All permanent and provisional full time employees hired July 1, 1999 and thereafter shall be granted annual paid vacation leave in accordance with the following schedule:

Less than one year of service: one working day for each month of service.

Based on years of service as of July 1<sup>st</sup>:

<u>Years of Service</u>	<u>Working Days</u>
One up to 5	12
5 up to 15	15
15 up to 20	18
20 and over	20

## **ARTICLE XIX**

### **LONGEVITY**

Longevity shall be paid to all permanent, full time non-uniformed employees hired prior to July 1, 1999 upon the following schedule based upon the number of years completed on the first of the month following the employee's anniversary of hire:

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

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

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

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

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

Longevity is eliminated for new employees hired July 1, 1999 and thereafter.

## ARTICLE XX

### HOLIDAYS

SECTION A. The following official holidays with pay shall be observed by the Township effective January 1, 1999:

New Year's Day

Martin Luther King Day

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Presidential Election Day (every 4<sup>TH</sup> year)

Veteran's Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Day

## **ARTICLE XXI**

### **SICK LEAVE**

Sick leave shall be in accordance with the Township of West Orange Revised General Ordinances, Section 9-14.1. Sick leave shall accumulate on the basis of sixteen (16) days of sick leave 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 9-14.4.

Employees hired July 1, 1999 and thereafter shall accumulate sick leave on the basis of fifteen (15) days of sick leave per year.

## **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 11A and New Jersey Administrative Code, NJ Department of Personnel, Title 4A, and Chapter 477 of the laws of 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 as it more specifically sets forth in Article XI.



## **ARTICLE XXIV**

### **SEVERABILITY**

In the event that any provision 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 XXVII**

### **RETIREMENT BENEFIT**

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

**ARTICLE XXVIII**

**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 \_\_\_\_ day of \_\_\_\_\_, 2006

ATTEST:

\_\_\_\_\_

TOWNSHIP OF WEST ORANGE

\_\_\_\_\_

JOHN F. MCKEON, MAYOR

ATTEST:

\_\_\_\_\_

COUNCIL 52

AFSCME, LOCAL 3476

\_\_\_\_\_

PRESIDENT

\_\_\_\_\_

KATHLEEN A. MAZZOUCCOLO

STAFF ATTORNEY, AFSCME

COUNCIL 52

APPROVED AS TO FORM BY:

\_\_\_\_\_

RICHARD D. TRENK

TOWNSHIP ATTORNEY