

AGREEMENT

Between

TOWNSHIP OF MONTCLAIR

And

AMERICAN FEDERATION OF STATE, COUNTY,

AND MUNICIPAL EMPLOYEES, LOCAL 2296

COUNCIL 52, AFL-CIO

April 2, 2006 through December 31, 2008

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PREAMBLE

This Agreement entered into by the Township of Montclair (hereinafter referred to as the "Township" or the "Employer") and Local 2296, Council 52, American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union") represents the sole Agreement between the parties, thereby nullifying any past Agreements between the parties, or amendments thereto, and has as its purpose the promotion of harmonious relations between the Employer and Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours, and other conditions of employment for:

1. All weekly paid employees in the Division of Public Works, the Divisions of Parks and Shade Tree, and the Water Bureau consisting of:

Foreman

Master Mechanic

Mechanic

Specialized Equipment Operator

Water Operator

Heavy Duty Truck Driver

Specialized Maintenance Worker

Maintenance Worker

2. All bi-weekly employees in the Department of Public Works and the Department of Parks, Recreation and Cultural Affairs, who are represented by the Union, consisting of:

Clerk Typist

Senior Clerk Typist

Senior Stenographer Clerk

Principal Clerk

Engineering Aide

Secretary

Chief Water Meter Reader

Senior Bookkeeper Senior

Engineering Aide

Data Entry Operator

It is understood that the Township will be filing a petition with the Public Employees Relations Commission to remove clerical positions from this bargaining unit and that AFSCME will be opposing this petition. If said petition is successful, all provisions pertaining to clerical employees shall become null and void.

The above bargaining units exclude professional, clerical and craft employees: Police Department and Fire Department employees; supervisors within the meaning of the Act; and other Township of Montclair employees who are covered by other bargaining units.

ARTICLE 2

SENIORITY

Section 1

A new employee shall be deemed as probationary for a period of ninety (90) calendar day, from the date of his/her employment, during which time the employee can be terminated for any reason.

The seniority of an employee who remains in the employment of the Township beyond the probationary period shall have his/her seniority retroactive to the start date of employment. Seniority shall be based upon time with the Township and the following seniority groups:

Water Operating

Solid Waste, Streets, Sewers, Traffic and Central Garage

Shade Tree and Parks

Clerical - Parks, Recreation & Cult. Affairs, Public Works

Within a seniority group, the junior employees shall be the first to be laid-off when a reduction in work force is necessary. A laid-off employee shall be called back to work in accordance with his/her seniority group.

An employee may assert his/her seniority in lieu of layoff to bump a junior employee in the same seniority group, provided such employee is then qualified to perform the work of the junior employee.

The order in which an employee shall be sent to work in another department will be as follows: **Solid Waste:** The employee with the least amount of group seniority will be sent first. **Other Groups: If higher rate of pay:** the employee with the greatest group seniority will be asked first.

Section 2 **Promotions**

Promotions and lateral transfers are to be made on the basis of qualifications. In the event there are two or more equally qualified promotional candidates whose qualifications exceed those of the other applicants, the one with the most seniority will get the job.

For the purpose of implementing this section the Employer shall post for bid all permanent job vacancies, which shall be deemed to include vacancies created by authorized leaves of absence for an extended period of time. Each such posting shall be for a period of ten (10) successive working days, and the Employer may fill the job by assignment on a temporary basis until permanently filled under this section. The bid sheet shall state the job title, rate of pay, and brief description of duties. Failure to bid on any posted job shall constitute a waiver.

Section 3

The Township shall furnish the Union a seniority list, which shall be posted on the bulletin board for a period of thirty (30) days. Any complaint with respect to an employee's seniority date, as listed, shall be made in writing to the Township and upon verification; an appropriate correction shall be made. Any complaint, which cannot be adjusted by negotiation, shall be subject to the grievance procedure. Unless a written complaint is filed with the Township within thirty (30) days of the publication of the list, each employee's seniority shall be deemed correct as set forth on the list. Thereafter, from time to time, the Employer shall provide the Union with an up-to-date seniority list.

ARTICLE 3
UNION BUSINESS

Section 1

Subject to law, the Employer agrees to deduct the monthly Union Membership Dues from the pays of those employees who individually request in writing that such deduction be made. The amounts to be deducted shall be certified to the Township by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the treasurer by the 15th of the current month after such deductions are made.

Section 2

The Union agrees that it will indemnify and save harmless the Employer against any actions, claims, loss or expenses in any manner resulting from actions taken by the Employer at the request of the Union under this Article.

Section 3

The Township shall recognize and deal with those shop stewards and grievance committee members designated by the Union through its internal process in each Division.

Section 4

Union activity shall be conducted in such a manner so as not to disrupt operations. The Union shall notify the Township of the names of current Union officials and stewards responsible for processing grievances. Grievance meetings shall be scheduled by mutual agreement. An employee who is required to attend such meetings shall not have his/her pay suspended. Such an employee is entitled to have the following present: one shop

steward or representative, one bargaining unit official and an AFSCME central office representative during working hours.

Section 5

Upon ten (10) days advanced written request by the Union, authorized representatives selected by the Union shall be excused from work with pay to attend conventions, labor forums, and workshops: but said excused absences shall be limited to fifteen (15) days per odd year and nineteen (19) days per even year.

Section 6 Fair Representation Fee

A. **Purpose of fee.** Beginning thirty (30) days after agreement of this contract, all eligible non-member employees in this unit who work in excess of 90 working days will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

B. **Amount of Fee** Prior to the beginning of each contract year, the Union will notify the Township in writing of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for that contract year, and the amount of the representation fee for that contract year. Any changes in the representation fee structure during the contract year shall be in accordance with the above.

The representation fee in lieu of dues shall be an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees, and

assessments and available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

C. Deduction and Transmission of Fee

After verification by the Township that an employee must pay the representation fee, the Township will deduct the fee for all eligible employees in accordance with this Article. The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible be the same as those used for the deduction and transmission of regular membership dues to the Union. The Township shall deduct the representation fee as soon as possible after the tenth day following re-entry into this unit for employees who previously served in a position identified as excluded or confidential for individuals re-employed in this unit from a re-employment list, for employees returning from leave without pay, and for previous employee members who become eligible for the representation fee because of non member status. The Township shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of successful completion of the probation period in a position in this unit.

D. Demand and Return System.

The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union. The burden of proof under this system is on the Union. The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied

toward the cost of any other benefits available only to members of the majority representative. The employee shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union.

The Union shall submit a copy of the Union review systems to the Township. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system. If the employee is dissatisfied with the Union's decision, he may appeal to a three-member board established by the Governor.

E. Township Held Harmless

The Union hereby agrees that it will indemnify and hold the Township harmless from any claims, actions, proceedings or judgments brought by any employee in the negotiations unit, which arises from the provision of this Article. The Township shall not be liable to the Union for any retroactive or past due representation fee for an employee who was identified by the Township as excluded or confidential or in good faith was mistakenly or inadvertently omitted from deduction of the representation fee.

F. Legal Requirements Provisions in this clause are further conditioned upon all other requirements set by statute and applicable law.

G. Notification Concerning Employees

The Township agrees to provide to the Union, on a semi-annual basis, a complete up-to-date listing of all employees covered by this Contract. Such listing shall include the employee's job classification, work location, home address, and membership status, as it appears on the record of the Township. The Union shall disclose such information only

to its officials and representatives whose duties require access to such information. The Township will notify all employees whose titles are listed in Appendix A of this Contract that AFSCME is the only employee organization that can represent them in matters pertaining to wages, hours of work, and other terms and conditions of employment.

ARTICLE 4
MOVEMENT OF PERSONNEL

Section 1

The Township agrees to furnish to the Union copies of job descriptions which shall set forth the duties and responsibilities of each job covered by this Agreement provided, however, the Union agrees that nothing contained in this Article or any provision of the Agreement shall restrict the right of the Township to assign employees to perform work, as needed.

Section 2

Any hourly employee who at the request of the Township is transferred during a workday for a period of time equal to four (4) or more hours to a title other than his or her regularly assigned title shall receive for the full workday the higher of either his or her regular rate of pay or the rate of the title to which he is assigned. In addition, an hourly employee transferred to a higher title for less than four (4) hours will be paid hour for hour. A salaried employee transferred to a higher classification for a period greater than 30 working days shall be considered temporarily re-classified to the higher rate of pay.

Section 3

The Township agrees to provide cross training to individuals in like titles.

Section 4

Employees who are assigned supervisory responsibilities, but not administrative duties, of a Foreman shall receive a 10% increase in their hourly rate for time so worked.

ARTICLE 5
HOURS OF WORK

Section 1

Any hourly employees required to work more than forty (40) hours in any one week shall be paid for all time worked in excess thereof at the rate of time and one-half (1 ½) their regular rate of pay. The practice of paying time and one-half rates for work during an employee's normal work shift shall be discontinued.

The normal hours of work for all salaried employees shall consist of seven (7) hours of work per day and thirty-five (35) hours of work per week. Employer agrees to overtime consisting of straight time at the regular rate of pay be paid for time actually worked in excess of thirty-five (35) hours of work to forty (40) hours of work inclusive, Monday through Friday.

Overtime payment for all employees covered by this Agreement shall be at time and one-half (1-1/2) the regular rate of pay for the hours worked in excess of forty (40) hours and for hours worked on the sixth consecutive day, and double time for hours worked on the seventh consecutive day of the scheduled work week, unless employee refuses to work Saturday. On Sundays, all emergency call outs or planned or scheduled events will be paid at double time. The workweek is defined as Monday through Sunday.

Section 2

Except with respect to snow removal, overtime within the Department of Community Services will be assigned by seniority in group and then by seniority in department, except for certain hiring by the Solid Waste group as provided in Article 2, Section 1. Overtime opportunities shall be distributed as equitably as possible. Overtime records shall be maintained by the various groups and adjustments as to any inequities in the distribution posted every three (3) months. (Existing practice with respect to the assignment of work related to snow removal shall continue.)

However, in the event that an employee is assigned to snow removal and works 2 tours (16 consecutive hours) that employee will be entitled to time off without pay as specified in the applicable Federal, and State Laws and/or regulations before beginning the next tour.

During emergency situations (for example but not limited to snow plowing/salting operations, miscellaneous physical and/or environmental accidents, weather emergencies, etc.) supervisors and other unit employees are permitted to temporarily and briefly perform the duties of another job title in order to expedite a situation or in an emergency so long as this provision is not used to preclude promotions or overtime opportunities on a permanent or ongoing basis. Past practice for all salaried employees covered by this Agreement shall prevail with respect to call-in work, except to the extent modified by the payment of overtime as set forth in Section above.

Section 3 (Call Back and On Call)

Hourly employees called in to work prior to or after their regular shift to correct emergency conditions shall be paid a minimum of four (4) hours and compensated for all work performed other than on their regular shift hours at the rate of time and one-half (1-1/2) their regular rate of pay.

If an employee is on call (required to be reachable and to respond to a call to come to work outside of regularly scheduled hours), the employee will be paid the current New Jersey State established minimum hourly rate and shall continue as per past practice.

While on call, if an employee fails to comply with the requirements to be reachable and report when called, the employee will forfeit on call pay and be subject to disciplinary action.

Section 4

Employees shall work overtime when requested to do so unless excused. Failure of an employee to accept an overtime opportunity, whether excused or not, shall result in the employee being charged the hours on the overtime distribution records.

Employees, shall not leave work, whether on regular or overtime, unless excused by a supervisor.

In the event a problem develops in getting sufficient work crews to fill overtime assignments, the parties agree to open negotiations to resolve said problem.

Section 5

There shall be no duplication in the payment of overtime or premium day pay.

Section 6

There shall be a rest period of fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon; an aggregate of thirty (30) minutes.

Section 7

Employees will be allowed 15 minutes to wash at the end of the day.

Section 8

The operations and performance expectations of the Solid Waste group shall be in accordance with industry standards. "Industry Standards" are as referenced in a study performed for the Township by Cummings & Smith, Inc. entitled Solid Waste and Recyclables Collection Practices dated July 29,2005 a copy of which has been provided to the bargaining unit.

ARTICLE 6

HOLIDAYS

Section 1

The following holidays are recognized by the Township as paid holidays:

NEW YEAR'S DAY
MARTIN LUTHER KING'S BIRTHDAY
LINCOLN'S BIRTHDAY
PRESIDENT'S DAY
GOOD FRIDAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY
VETERAN'S DAY
THANKSGIVING DAY
DAY AFTER THANKSGIVING
CHRISTMAS

Should any such holiday fall on a Saturday, it will be observed on the preceding Friday for all employees whose workweek would end on a Friday. If a holiday falls on a Sunday, the following Monday will be observed.

Section 2

A paid holiday for hourly employees not worked shall be considered as a day worked and shall be credited as eight (8) hours worked whenever an employee works on the sixth (6th) day of the week in which said paid holiday occurs.

A paid holiday for salaried employees not worked shall be considered as a day worked and credited as seven (7) hours worked whenever an employee works on the sixth (6th) day of the week in which said paid holiday occurs.

An employee required to work on a holiday shall receive time and one-half (1-1/2) for hours worked in addition to his/her holiday pay.

In order to receive holiday pay, an employee shall work the day before and the day after the holiday, except that employees, whose workweek begins on a holiday, shall work the day after the holiday and employees whose workweek ends on a holiday shall work the day before the holiday. Absence for illness on any such day shall require a doctor's certificate.

Section 3

If a paid holiday occurs during an employee's vacation, he/she shall receive an additional day's vacation, which may be added to his/her scheduled vacation.

ARTICLE 7

WAGES

Section 1

Effective April 3, 2006, there will be a restructuring of job titles and job descriptions for the bargaining unit. This restructuring results in the reduction of thirty-two titles to six job titles plus two mechanics' job titles. This restructuring also merges the Refuse and Recycling work groups/seniority groups within one group and creates a total of three work groups /seniority groups for the bargaining unit as follows:

- a. Water Operating
- b. Solid Waste, Streets, Sewers, Traffic and Central Garage
- c. Shade Tree and Parks

General pay increases for members of this bargaining unit will be as follows: 3.5% for 2006, 2007, and 2008.

Pay ranges and increment steps for the new salary structure are shown as per Attachment A. Employees will be placed within the new structure and no employee will receive less than the general pay increase above as a result of placement in the new structure.

Section 2 Uniform and Shoes

Employees required to wear uniforms shall receive \$125 for uniform apparel each year to be purchased by the Township directly from the vendor: Uniform selection slips will be distributed each year by September 1st, and are due to be returned by the employees no later than September 10th. The Township will place the order with the vendor no later than September 18th.

New employees will receive their first two years of uniform allowance after completion of their 90-day probationary period. Those employees will receive their next uniform allowance in the third year of their employment.

Effective January 1, 2004, employees eligible for an annual uniform allowance will receive an annual uniform maintenance allowance of \$75.

The Township of Montclair will reimburse up to \$125 per year towards the purchase of work shoes. Reimbursement will be made within 4 weeks after the employee submits the voucher for same.

Section 3 Longevity

Effective January 1st, each salaried and hourly employee who shall have been an employee of the Township for a continuous period of five (5) years, in addition to his/her regular salary, shall receive service incremental pay from and after the anniversary date of employment. Such incremental pay shall be based upon the total number of years of service as an employee of the Township and in accordance with the following schedule:

A. Employee hired prior to 10/1/93 _____

After five (5) years but less than ten (10)	2.0%
After ten (10) years but less than fifteen (15)	3.5%
After fifteen (15) years but less than twenty (20)	5.0%
After twenty (20) years but less than twenty-five (25)	6.5 %
After twenty-five (25) or more years	8.0 %

B. Employee hired after 10/1/93

After five (5) years but less than eight (8)	.5%
After eight (8) years but less than ten (10)	2.0 %
After ten (10) years	3.5%
After fifteen (15) years	5.0 %
After twenty (20) years	6.5%
After twenty-five (25)	8.0%

Section 4

For the purpose of this section, any interruption in the service of any employee by reason of his/her service in the armed forces of the United States of America shall not be deemed to be an interruption of such continuous service, except that the time during which such member shall be away on leave for such service shall not be counted in computing the total number of years of service as a regular member.

Section 5

Effective January 1, 2004, bargaining unit members who the Township requires to maintain a Commercial Drivers License, will be eligible for a \$100 stipend per full calendar quarter on the active payroll contingent upon (a) their license being in effect for the full calendar quarter and (b) their maintaining a record of no work related motor vehicle accidents for which they are at fault during the quarter.

ARTICLE 8
HEALTH INSURANCE

Section 1 **Medical Insurance**

The Township shall provide and pay the cost of employee coverage for any of the medical insurance coverage options offered to all other Township employees, and will continue to offer options equivalent to those currently offered for all employees and their dependents.

Section 2 **Emergency Room Reimbursement**

The Township of Montclair will reimburse employees covered by this Agreement up to \$50 for Emergency room visitations not covered by employee medical coverage.

Section 3 **Disability Insurance**

Employees covered by this Agreement, who regularly work thirty (30) hours or more per week, are covered by short-term disability insurance. This insurance provides the employee who is unable to report to work due to illness or injury with 66-2/3 of his/her salary up to \$444.00 per week for a maximum of twenty-six (26) weeks with an exclusion period of seven (7) days.

Section 4 **Dental Insurance**

The Township will provide, and pay the cost of coverage for, employee and dependent dental insurance for all employees covered by this Agreement

Section 5 **Prescription Insurance**

The Township will provide a \$5.00 co-pay prescription plan to all employees covered under this Agreement.

Section 6

The employer has the right to choose the insurance carrier for the coverage specified in each section above, provided that the coverage will be equivalent to existing coverage with no additional premium cost to the employee.

Section 7

Effective upon implementation of the new structure as above, prior agreements with respect to health care in retirement will be repealed and shall be replaced with the following: Employees retiring on pension in the New Jersey State Public Employees Retirement System (PERS) who have attained the age of sixty-two years and been employed for a minimum of ten years fulltime with the Township of Montclair will receive health insurance in retirement as per the terms and conditions of NJPERS for the retiree and, if applicable, spouse, with the retiree being required to contribute 20% of the premium cost of the plan chosen. The coverage will extend to Medicare Supplemental coverage also with the same 20% contribution requirements. Should the Township provide coverage through another system or carrier as provided for elsewhere in the collective bargaining agreement, this coverage will continue in equivalent fashion.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 1 Purpose

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to problems which may arise affecting the terms and conditions of employment.

Section 2 Definitions

A "grievance" is any dispute between the parties arising out of the employees' employment or concerning the application or interpretation of this Agreement.

The word "aggrieved" in this statement of procedure shall be taken to include all those employees covered by this Agreement.

Section 3 Procedures

- A. Any employee shall have the right to present his/her grievance through the steps described below with assured freedom from restraint, coercion, discrimination, or reprisal. At no time will a grievance be presented immediately unless there is a threat of irreparable harm, safety or injury.
- B. In the event no decision is forthcoming within the prescribed time limit as indicated below, the aggrieved may, upon notice, proceed with next step.
- C. Any of the time limits specified below may be extended by mutual agreement.
- D. This grievance procedure shall in no way impair, diminish, or preclude any right to the parties as set forth in New Jersey Statutes, New Jersey Administrative Code, or any other law.
- E. If, in the judgment of the Union, a grievance affects a group of employees, the Union may process and institute such a grievance at Step 3 of this grievance procedure, provided it is initiated and signed by at least one employee.

F. Any Grievance Committee Meetings with the Employer shall be held during normal business hours, on the Employer's premises and without loss of time to minimize disruption of work activity.

G. Grievance Committee members, only Shop Steward and authorized representative, may have reasonable amount of time to investigate and process grievances during working hours without loss of pay.

Step 1

The Union steward or other authorized representative, with or without the employee, shall take up the grievance or dispute orally with the employee's immediate foreman/supervisor within ten (10) calendar days of the event, which gave rise to the grievance. The foreman/supervisor shall then attempt to adjust the matter and shall give his/her answer to the steward orally within one (1) working day.

Step 2

If the grievance has not been settled in Step 1, it shall be reduced to writing within three (3) days, presented, and taken up by the Union steward and/or other authorized representative along with the aggrieved, if he/she so desire, with the supervisor or foreman. The supervisor or foreman or his/her designee shall render an answer in writing within three (3) working days after its presentation in Step 2.

Step 3

If the grievance is still unsettled, it shall, within five (5) working days from receipt of the answer in Step 2 be submitted to the Director who shall schedule a meeting within five (5) working days with the Union Grievance Committee and the aggrieved. The Director or his/her designee shall forward an answer in writing to the Union president within five (5) working days.

Step 4

If the grievance is still unsettled, it shall, within ten (10) working days from receipt of the answer in Step 3 be submitted to the Township Manager who shall schedule a meeting within five (5) working days with the Union Grievance Committee and the aggrieved. The Township Manager or his/her designee shall forward his/her answer in writing to the Union president within five (5) working days.

Step 5

If the grievance is still unsettled, the Union may, within twenty (20) days from the answer in Step 4, request arbitration. The arbitrator shall be selected in accordance with the rules of the Public Employment Relations Commission. the arbitrator shall have full power to hear the dispute and make a final decision. The fees of the arbitrator shall be borne by the Employer and the Union equally.

ARTICLE 10

SICK LEAVE/PERSONAL DAYS

Section 1

Weekly paid employees will earn 12 days of sick time per year. All employees carry over 100% of unused sick time.

Section 2

A paid sick leave day will be counted as hours worked during the normally scheduled workweek.

Section 3

All accumulated sick leave - subject to the maximum limit fixed by the Code of the Township of Montclair - shall be payable on the death of an employee covered by this Agreement to his/her surviving beneficiaries, if any. Such payment shall not be in lump sum, but by regular payroll periods. For those Employees hired after 10/1/93 the maximum limit mentioned above cannot exceed \$5,000.00.

Section 4

All employees covered by this Agreement shall be entitled to a terminal leave benefit as per the applicable sections of the code of the Township of Montclair. At the option of the employee, terminal leave may be paid in a lump sum or sums upon the following conditions:

- A. Notice must be given to the Township by the employee, in writing, by December 1 of the year preceding retirement.
- B. A lump sum will be paid initially for the amount due in the calendar year of retirement with any balance being payable at the beginning of the next calendar year.

Section 5

In addition to the sick leave policy heretofore established for employees covered by this Agreement, the parties agree to establish a "sick leave bank" only for those employees described in Article I, paragraphs 1 & 2, which shall consist of a credit of two (2) additional sick days per person per year. It is understood and agreed by and between the parties that the additional credit of sick days for purposes of the "sick leave bank" shall be cumulative up to fifty percent (50%) of the unused portion to a maximum of two (2) days multiplied by the number of employees covered hereunder. The purpose of the "sick leave bank" is to protect employees covered by this Agreement in the event of a major illness or injury requiring an extended leave of absence from work. It is understood and agreed that the sick leave benefits provided by the Township to each individual employee shall be used first in the event of illness or injury prior to any use of time from the "sick leave bank."

It is further agreed that six (6) representatives will govern the sick bank. Three (3) from the Township and three (3) from the Union. This committee will meet no later than February 15th of each year and elect a chairperson from its group. The chairperson must call a meeting upon the presentation of a claim by an employee or his/her representative against the sick bank. This meeting must be called no later than five (5) days after presentation of the claim. Within five (5) days after the meeting, the committee must formally announce its decision either accepting or rejecting the claim. A quorum of the committee would consist of four (4) members, not less than two from each side. all decisions must be made by a majority of the committee.

Section 6 **Personal Days**

A. Employees hired after 7/1/90 shall be entitled to personal days as follows:

0 to 3 years - 1 day (not to be taken during probationary period)

Completion of 3 to 5 years - 2 days

Completion of 5 years forward - 3 days

Effective with the calendar quarter beginning January 1, 2000, employees will earn one half bonus personal day for each calendar quarter of perfect attendance. An additional bonus personal day will be awarded to employees with perfect attendance for the full calendar year, for a maximum of three bonus personal days, which can be earned in a calendar year.

- B. Such personal days shall not accumulate and must be used in year issued.
- C. Employees shall use the above described personal days to conduct "personal" business which includes, but is not limited to medical/dental treatment and religious holidays. Personal days shall be scheduled in advance by the Employee and approved by the Director or his or her designee.
- D. Personal days as described herein and used by the employee shall be identified separately from sick days taken for the purpose of end of the year performance evaluations.
- E. Personal days may be used at anytime during the year providing they are scheduled in advance, force conditions permitting.

ARTICLE 11

VACATION LEAVE

Section 1

A. All employees covered by this Agreement shall be entitled to annual vacation leave, accrued on January 1 of each year, in accordance with the applicable sections of the Code of the Township of Montclair, copies of which are attached hereto.

1. Employees hired after January 1, 1991, shall be entitled to the following vacation schedule during the first two (2) years of service.

- a. 1/2 day per month (none to be taken during probationary period) - first year of hire.
- b. hired 1/1 - 4/1 - 10 days during second year
- c. hired 4/1 - 7/1 - 8 days during second year
- d. hired 7/1 - 12/31 - 5 days during second year

2. All full-time hourly employees (covered by this Agreement) having been permanently employed for five (5) years or more but less than nine (9) years shall receive a vacation of fourteen (14) working days.

3. Full-time employees having been permanently employed for nine (9) years or more but less than thirteen (13) years shall receive a vacation of seventeen (17) working days.

4. Full time employees having been permanently employed thirteen (13) years or more but less than nineteen (19) years shall receive nineteen (19) working days.

5. Full-time employees having been permanently employed for nineteen (19) or more years shall receive a vacation of twenty-two (22) days.

Section 2

Vacation request slips for the following year are to be distributed to employees no later than December 30th. Employees must return the completed requests no later than January 15th in order to have their seniority honored with reference to their request. Employees will be informed of the status of their requests (approved or not approved) by January 31st. The scheduling of all annual vacation leave shall be subject to the approval/disapproval of the Director who must take into consideration the operating demands of the department.

Section 3

Hourly employees covered by this Agreement shall be paid their vacation pay before leaving on vacation, provided a request for such payment is made to the Department Head ten (10) days in advance of the last pay date preceding their scheduled vacation.

ARTICLE 12

DISCIPLINE

Section 1

Disciplinary action or measure shall include only the following: oral reprimand, written reprimand, suspension (nature to be given in writing), and discharge.

Section 2

Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

Section 3

A copy of all disciplinary actions imposed upon an employee will be transmitted to the Union (AFSCME, Council 52, 516 Johnston Avenue, Jersey City, New Jersey 07304) within forty-eight (48) hours of when the disciplinary notice is given to the employee, as well as two copies given to the local president.

ARTICLE 13

SAFETY AND HEALTH

The Township shall at all times maintain safe working conditions and will make available to employees equipment which may be needed to insure their safety consistent with past practices.

Employees may at any time bring safety issues to the attention of a supervisor and thereafter the Director. The bargaining unit may appoint one representative to the Township Safety Committee.

ARTICLE 14

MANAGEMENT RIGHTS AND RESPONSIBILITIES

- A. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, except as modified or limited by the terms of this Agreement, including, but without limiting the generality of the foregoing following rights:
1. To make rules of procedure and conduct and to direct and control the quantity of the work required, including the right to hire all employees and to promote, transfer and assign employees subject to the provisions of the collective bargaining agreement.
 2. To make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order and safety, and after reasonable advance notice of the same to employees, to require compliance, all subject to the provisions of the collective bargaining agreement.
 3. To take appropriate disciplinary actions for good and just cause shown, subject to the provisions of the collective bargaining agreement and of the laws of the State of New Jersey and the United States.

ARTICLE 15

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 16

FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues, which were or could have been the subject of negotiations. Any terms and conditions in prior agreements that conflict with or are inconsistent with the above are hereby repealed as to said conflicts or inconsistencies. During the term of this Agreement, neither party will be required to negotiate with the respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 17

TERMINATION

This Agreement shall be effective as of the first day of January 2005 and shall remain in full force and effect until December 31, 2008, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify or terminate this Agreement effective December 31, 2008, or such later anniversary. It is intended that none of the subject matter of this Agreement shall be reopened for discussion during its term.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this day of,.

TOWNSHIP OF MONTCLAIR
IN THE COUNTY OF ESSEX

AMERICAN FEDERATION OF STATE
COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO, LOCAL 2296, COUNCIL 52

For the Township of Montclair:

Joseph Hartnett

WITNESS:
