

COLLECTIVE BARGAINING

AGREEMENT

Between

Township of Montclair
Essex County

and the

Communications Workers of America
AFL-CIO
Local 1040

Supervisory Bargaining Unit

JANUARY 1, 2016 THROUGH DECEMBER 31, 2019

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PREAMBLE

This Agreement, entered into by the Township of Montclair (hereinafter referred to as the "Employer") and the Communications Workers of America, AFL-CIO, (hereinafter referred to as the "Union") is the sole agreement between the parties.

The purpose of the Agreement is to promote harmonious relations between the Employer and the Union, and establish an equitable and peaceful procedure for the resolution of differences, establishment of rates of pay, hours of work, and other conditions of employment.

The Employer and the Union agree that the working environment shall be characterized by mutual respect and dignity for all individuals

**ARTICLE 1
RECOGNITION**

- A. In accordance with certification by the State of New Jersey, Public Employment Relations Commission ("PERC"), Docket Number R0-2003-089, the Employer recognizes the Communications Workers of America, AFL-CIO as the exclusive collective negotiation agent for all regularly employed white-collar supervisory, professional and non-professional employees of Montclair Township serving in the following titles:

Assistant Health Officer
Assistant Superintendent of Water & Sewer Operations
Communications Director
Parking Enforcement Supervisor
Project Coordinator
Superintendent of Water Operations
Township Engineer
Uniform Construction Official

* See PERC settlement agreement regarding additional disputed titles.

- B. All managerial executives, confidential employees, supervisory employees, craft employees, police, casual employees and all other employees of the Employer (including but not limited to those represented in other bargaining units) are excluded from this bargaining unit.
- C. In the event that the Employer decides to create and/or use a new permanent title, that title shall be added to this bargaining unit unless it is that of a supervisory, managerial, or confidential nature or applicable to another bargaining unit of the Employer. If the Employer creates a new position, prior to filling it, the Employer shall notify the Union of the Employer's views concerning inclusion or exclusion in the negotiation unit and if included in the unit, the salary range that the Employer intends to assign to the position. If the Union disagrees, within two (2) weeks after the Union's receipt of the Employer's notification, the Union may advise of its intent to negotiate. Any dispute as to inclusion or exclusion (i.e., unit composition), if not resolved through face to face negotiations, may be submitted to PERC for disposition pursuant to clarification of unit proceedings. Any dispute as to the salary range to be assigned to the position, if not resolved through face-to-face negotiations, may be submitted to PERC for disposition pursuant to impasse procedures (i.e., mediation and fact-finding).

ARTICLE 2
DUES AND REPRESENTATION FEE CHECK OFF

- A. In accordance with N.J.S.A. 52:14-15.9e, the Employer, upon receipt of a duly executed authorization-assignment form acceptable to the Employer, agrees to deduct from each pay period, the established Union dues. It is further agreed that the Employer shall remit such deductions to the Union prior to the 10th day of the month following the month for which such deduction is made. Dues shall be remitted by the Employer to the Union, c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 501 Third Street, N.W., Washington, DC 20001-2797 together with a report in computerized format with the following data:

1. Employee Name: Last, First
2. Middle Initial
3. Social Security Number
4. Employee Home Address (Including Zip Code +4)
5. CWA Local Number
6. Work Location
7. Dues Deducted This Reporting Period
8. Gross Weekly Base Wage
9. Full or Part Time Status
10. Gender

A copy of the report listing shall also be sent to the Local President. Dues shall be two (2) hours pay each month based on a forty (40) hour workweek or such other amount as may be certified to the Employer by the Union at least thirty (30) days prior to the month in which the deduction of Union dues is to be made.

- B. The Employer further agrees to deduct, in accordance with P.L. 1979, c. 477, as it relates to the agency shop provisions, from the pay of each bargaining unit employee covered by this Agreement who does not furnish a written authorization for deduction of Union dues, a representation fee of eighty-five percent (85%) as certified to the Employer by the Union at least thirty (30) days prior to the month in which the deduction of dues is to be made, commencing as soon as possible after thirty (30) days from the beginning date of employment in a position or from date of rehire; after completion of probationary period.
- C. Any public employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the majority representative, under proceedings established and maintained in accordance with Section 3 of P.L. 1979, c. 477, a return of any part of that fee paid by him/her which represents the employee's additional pro rata share of expenditures by the majority representative that is either in aid of activities or caused 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 pro rata share subject to refund shall not reflect, however, the costs of support of lobbying activities designed to foster policy goals in collective negotiations and contract administration or to secure for the employees represented advantages in wages, hours, and other conditions of employment in addition to those secured through collective negotiations with the public Employer. The Union shall indemnify, defend, and save the Employer harmless against any and all claims demands, suits, or other forms of liability that shall arise out of any of the above deductions. Non-Union members shall pay 85% of basic Union dues.

- D. The Employer further agrees to deduct, upon receipt of a duly executed authorization, Communications Workers of America Committee on Political Education (COPE) contributions and remit to the Union.

ARTICLE 3 MANAGEMENT RIGHTS

- A. The Union recognizes that an area of responsibility must be reserved to management if it is going to function effectively. In recognition of this principle, it is agreed that the following responsibilities are not subject to collective negotiation and management representatives of the Township of Montclair, unless specifically modified by this agreement, retain the exclusive right:
1. to the executive management and administrative control of the Township government and its properties and facilities; to make all plans and decisions on matters involving operations;
 2. to hire all employees and, subject to the provisions of law, determine their qualifications; to promote, transfer, assign, or lay-off employees to meet the needs of the Township;
 3. to determine the necessity of overtime and the amount of overtime required;
 4. to demote, suspend, discharge or take disciplinary action against employees in accordance with established procedures;
 5. to determine the duties in any job classification.

- B. The foregoing enumeration of Management's Rights shall not be deemed to exclude other rights of management not specifically set forth herein. The Township of Montclair, therefore, retains all discretion, authority and prerogatives not otherwise clearly and specifically limited by this agreement.

ARTICLE 4 UNION RIGHTS

- A. The Union shall be afforded a collective total of ten (10) paid days to be used by either the Non-Supervisory (or Supervisory) bargaining Units to attend Union conferences, meetings, conventions or training sessions. Written notice from the Union of the authorization of delegates to utilize such leave time shall be given to the Employer at least three (3) business days in advance of the date(s) of such absence.
- B. The employer shall recognize two (2) Union Stewards and one (1) alternate for the bargaining unit. The Union will submit the names of the Steward and alternate to the Employer.
- C. There shall be no loss of pay for employees for time spent either as a grievant, witness, Union representative or Union recorder in any of the following proceedings:
1. All disciplinary or meetings or hearings
 2. The Grievance Procedure, which includes arbitration
 3. Departmental Hearings
 4. Unfair Labor Practice matters
 5. NJ Public Employment Relations Commission proceedings
 6. Contract Negotiations and Labor Relations meetings
- D. The Union shall have the right to distribute information dealing with proper legitimate Union business to employees during non-working hours (lunch and before/after work). In addition, the Union shall be provided an area to display a Union bulletin board for the purpose of posting materials relating to Union matters at each building location.
- E. The Employer will provide the Union an allotted reasonable space for a file cabinet for Union literature and resources.
- F. Local Union Officers or representatives shall be permitted on Employer premises during working hours for the purpose of attending meetings, investigating grievances, or representing employees. The Union will provide three days notification to the Employer.

- G. Local Union meetings may be held on the Township premises during non-working hours. Location of these meetings shall be dependent upon whatever space is available at the discretion of the Employer. All meetings, whether special or monthly, held during working hours shall not be held without prior consent being given by the Employer.

ARTICLE 5 GRIEVANCE PROCEDURE

A. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure shall be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any employee to discuss a matter informally with an appropriate member of the administration and have the grievance adjusted without the intervention of the Union.
3. This constitutes the sole and exclusive method for resolving grievances between the parties covered by the Agreement.

- B. Definitions: The term "grievance" shall be defined as a dispute or complaint arising between the parties and concerning the application or interpretation of this agreement.

C. Grievance Procedure:

1. STEP 1

The Union Steward or other authorized representative, with or without employee, shall present the grievance or dispute in writing within ten (10) working days of the event(s) which gave rise to the grievance or within (10) working days after he/she would reasonably be expected to know its occurrence. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance. A meeting shall be scheduled with the employer's supervisor to discuss the facts and attempt to resolve the issue.

Step 1 may be waived by mutual agreement between the parties.

2. STEP 2

If the grievance is not settled through Step 1, the same shall be presented in writing to the Department Head by the grievant and the Union Steward or other authorized representative within seven (7) working days of the informal discussion at Step 1. The Department Head shall issue a written response within seven (7) working days following receipt of the Union's written request for Step 2 consideration.

3. STEP 3

If the grievance is not resolved at Step 2, the same shall be presented in writing to the Township Manager by the grievant and the Union Steward or other authorized representative within seven (7) working days of the written decision at Step 2. The Township Manager shall meet with the Union representative within seven (7) working days and shall render a written decision within ten (10) working days of the Step 3 meeting.

4. STEP 4

- a. Within thirty (30) working days of receipt of the decision at Step 3, the aggrieved may file for arbitration. Failure to file within this time period shall be deemed a waiver of the grievance. Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted.
- b. The Grievance Procedure may be utilized for those matters involving minor or major disciplinary actions imposed by the Employer or any employee.
- c. The parties shall meet at least ten (10) working days prior to the date of the arbitration to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement.
- d. The arbitrator shall have the full power to hear the grievance and make a decision which shall neither modify, add to, nor subtract from the terms of this Agreement. The arbitrator shall confine him/herself to the precise issue submitted for arbitration and shall have no authority to determine any issues not so submitted to him/her, nor shall the arbitrator submit observations or declarations of opinions which are not essential in reaching the determination. Accordingly, the arbitrator shall

have no authority to exercise judgment except as to findings of violations of this Agreement and/or referenced policies and/or remedies, if any, as restricted hereby. The decision shall be rendered within thirty (30) days of the written submissions of the parties or the hearing, if no written submissions are entered.

- e. The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement. The cost of the arbitrator and his/her expenses shall be borne equally by the parties. However, any late cancellation fees shall be paid by the party responsible for the late cancellation. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same.
- f. The arbitrator shall have the full power to hear the grievance and make a decision, which decision shall neither modify, add to, nor subtract from the terms of the Agreement and the referenced policies. He/She shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her, nor shall he/she submit observations or declaration of opinions which are not essential in reaching the determination. The decision shall be rendered within thirty (30) days of the hearing. The arbitrator shall have no authority to prescribe a monetary award, excluding back wages and loss of benefits, as a penalty for a violation of this Agreement.
- g. The decision or award of the arbitrator shall be final and binding on the Township of Montclair and the Union.

5. Miscellaneous Provisions

- a. Time limits shall be strictly adhered to and may be waived by mutual consent of the parties in writing.
- b. Grievances must be presented on prepared forms and be signed by the employee.
- c. Failure of the Employer to answer a grievance in any Step shall be deemed a denial and the Employee may move to the next step.
- d. Grievance resolutions of decisions at Steps 1 through 3 shall

not constitute precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representative of both parties.

- e. There shall be no loss of pay for employees for time spent either as a grievant, a witness or Union Representative in any Step of the Grievance Procedure.

ARTICLE 6 DISCIPLINE FOR CAUSE

- A. No employee shall be disciplined without just cause. Any disciplinary action asserted against the employee, or any agent or representative thereof, shall be subject to the Grievance Procedure set forth in this Agreement.
- B. Discipline shall be progressive in nature, consistent, and corrective in intent. The degree of discipline shall be related to: (1) the seriousness of the employee's proven offense; and (2) the record of the employee and his/her service with the Employer.
- C. Any discipline which results in a removal or suspension pending removal shall not be imposed without an informal review by the Township Manager, unless there is imminent threat to health or safety. This shall not preclude the Township Manager from serving as the hearing officer on any related grievances that may be filed.
- D. An employee may have Union representation if there exists reasonable grounds to believe that discipline will occur directly as the result of an interview with an Employer representative. The non-availability of a Union representative shall not serve as a reason to unduly delay the meeting. The representation shall not apply to informal and general discussions of Employer operations and individual performance.
- E. Copies of any disciplinary action and/or specifications shall be transmitted to the Local Union as soon as is feasible but shall not exceed seventy-two (72) hours after such notice.
- F. If the Employer takes disciplinary action against an employee and if the Union files appropriate appeal action, through the grievance procedure, the Employer agrees to provide the Union with copies of all documentation upon which it shall rely to support the disciplinary action within a reasonable period of time before any hearing date scheduled, but no later than forty-eight (48) work hours prior to any hearing date scheduled. Any such documentation which becomes known for the first time within the forty-eight (48) work hour period shall be provided as soon as possible.

thereafter, prior to the commencement of such hearing.

- G Any appeal relating to a disciplinary matter must be filed by the employee within twenty (20) working days of delivery of the notice of discipline and is subject to the provisions of the grievance procedure. Disciplinary appeals will commence at Step 3 of the Grievance Procedure.
- H The Employer will continue to offer an Employee Assistance Program to assist an employee with emotional difficulties, and/or drug or alcohol abuse.

ARTICLE 7 SENIORITY

- A. Seniority, which is defined as continuous employment with the Employer from date of hire, including an employee's leave of absence with or without pay, shall be given due consideration by the Employer.
- B. In the event the employer institutes a layoff action, the Employer agrees to layoff employees in reverse seniority order within their job classification.

ARTICLE 8 NON-DISCRIMINATION

The Employer and the Union agree there shall be no discrimination against any employee because of age, sex, marital status, race, color, creed, religion, national origin, physical handicap, political affiliation, political activity, armed forces obligation, sexual orientation, Union membership, or participation in Union activities.

ARTICLE 9 LABOR/MANAGEMENT MEETINGS

The Employer and the Union will establish a labor/management committee composed of Union representatives and Managerial personnel to discuss issues or concerns. The meetings will be held as needed and scheduled upon a request from either the Employer or the Union. The request for a meeting will include agenda items for discussion.

All labor/management meetings will be held at mutually agreeable times.

**ARTICLE 10
EMPLOYMENT OPPORTUNITY POSTINGS**

The Employer will post all employment opportunities and job vacancies applicable to this unit for a minimum of ten (10) calendar days before the Employer will interview for the position. All postings will be posted on municipal departmental bulletin boards. The Employer shall maintain a bulletin board in each building location or department.

**ARTICLE 11
HEALTH & SAFETY**

- A. Health and safety is a concern of the Employer and the Union. The Employer and the Union mutually recognize the need for a safe and healthful work environment for all employees.
- B. The Employer agrees to provide for satisfactory workplace sanitation, ventilation, cleanliness, light, noise levels, and health and safety in general. The Employer further agrees to comply with federal, state, and local health and safety laws and regulations.
- C. Either party shall give as prompt notice as can reasonably be given to the other upon discovery of a health hazard.
- D. The Employer and the Union shall communicate and exchange information regarding health and safety hazards of all employees.
- E. The Employer and the Union agree to discuss and resolve Health and Safety concerns via the labor/management committee addressed in this bargained agreement. The purpose of the Committee is to make recommendations to the Employer concerning the improvement or modification of working conditions which represent health and safety hazards to employees.

ARTICLE 12 COMPENSATION & WAGES

Compensation and wages increases shall be based on the existing salary schedule (See Appendix A) and will be amended as follows:

Effective and retroactive to January 1, 2016 all steps in Appendix A shall be adjusted to reflect a two percent (2.0%) salary increase.

Effective and retroactive to January 1, 2017 all steps in Appendix A shall be adjusted to reflect a two percent (2.0%) salary increase.

Effective January 1, 2018 all steps in Appendix A shall be adjusted to reflect a two percent (2.0%) salary increase.

Effective January 1, 2019 all steps in Appendix A shall be adjusted to reflect a two percent (2.0%) salary increase.

Employees who are not at the maximum of their salary range will also receive a one-step salary increment increase each year until they reach the maximum of their salary range.

Employees who have retired during the contract period will receive the retroactive compensation increases for the period of the beginning of this contract until their last day of employment.

The Employer and the Union agree to continue to negotiate a revised salary guide delineating all job titles and the corresponding salary range for each title on the bargaining unit. Except as may be so agreed otherwise, it is agreed that all employees are properly classified as to job titles and salary ranges.

If an employee at the request of the Employer is required to complete or perform work or an assignment that is of an extraordinary nature and unusually time-consuming, the employee may petition the Employer for additional compensation prior to performing the assignment.

A ninety (90) day training period for work in higher rank exists with no additional compensation to the employee. After completion of this period, if any employee works more than thirty (30) consecutive days in the higher position, he/she will receive the pay of the higher position.

**ARTICLE 13
LONGEVITY PAY**

Each employee who has been an employee of the Township for a continuous period of five years, in addition to their regular rate of pay, shall receive longevity pay from and after the anniversary date of employment which shall be based on the total number of years of service as an employee of the Township before June 1, 1994 as follows:

After 5 years but less than 10 years	2.0% of salary
After ten years but less than 15 years	3.5% of salary
After 15 years but less than 20 years	5.0% of salary
After 20 years but less than 25 years	6.5% of salary
After 25 years or more	8.0% of salary

Each new employee hired after June 1, 1994 will receive a service incremental pay as follows:

After 5 years but less than 10 years	0.5% of salary
After ten years but less than 15 years	1.0% of salary
After 15 years but less than 20 years	1.5% of salary
After 20 years but less than 25 years	2.0% of salary
After 25 years or more	2.5% of salary

Longevity payments will be included in the employee's paycheck but will not become part of the employee's base salary for the purpose of computing future years of longevity.

Longevity shall accrue on the basis of an employee's anniversary date.

Employee's hired after September 1, 1998 will not receive a longevity or service incremental pay.

**ARTICLE 14
RETIREMENT & PENSION**

All employees shall enroll and participate in the New Jersey Public Employees Retirement System.

Employee and spouse will be entitled to health care insurance coverage upon retirement under the rules of the New Jersey State Health benefits program, effective 1, 2007, and under the following conditions: must attain the age of 62, have fifteen (15) years of employment with the Township of Montclair, and contribute twenty (20%) percent of premium costs, with the Township contributing eighty (80%) percent.

**ARTICLE 15
HOURS OF WORK**

The regular work week shall consist of thirty-five (35) working hours per week. Employees shall be entitled to a one (1) hour lunch break daily.

Employees, not eligible for overtime compensation under the FLSA, that, with the approval of their Department Head, exceed their normal work hours, shall be permitted to flex their schedule to adjust for those hours. The accrued hours must with the approval of the Department Head, be taken within thirty (30) days from the date they were accrued. Exceptions to extend that time frame may be granted by approval of the Department Head and the Township Manager. All time must be approved in advance by the Department Head.

**ARTICLE 16
LAYOFF & RECALL**

In the instance of a layoff, employees shall be laid-off in reverse seniority order. Laid-off employees shall be returned to work in seniority order within their job classification. An employee may assert his seniority right to bump a less senior employee within their job classification.

**ARTICLE 17
ACCESS TO PERSONNEL FILE**

- A. Employees shall, upon request, have an opportunity to review his/her personnel folder.
- B. Employees shall be given a copy and required to sign for any derogatory or negative file entries of their job duties. If an Employee desires, they will be allowed to write a letter of explanation concerning any derogatory or negative file entry. The letter of explanation will be placed in the Employee's personnel file.
- C. The Union will receive a copy of updated job descriptions as soon as they are available and once they have been updated, should there be any changes to a job description employees will receive the new job description immediately.

**ARTICLE 18
HOLIDAYS**

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

If the Township of Montclair declares a holiday or observance as established by appropriate authority, proclamation, or order, the bargaining unit shall receive holiday compensation.

Employees who work on a holiday at the direction of a Department Head will receive compensatory time on an hour for hour basis for all hours worked. The accumulation of compensatory time shall be subject to the compensatory bank of 84 hours.

**ARTICLE 19
VACATION LEAVE WITH PAY**

All employees will accumulate one day of vacation leave per month from their original date of hire until the end of the calendar year. After the initial calendar year of service employee will receive vacation days at the beginning of the year. Employees will accumulate vacation time as follows:

1 through 5 years	12 days a year
5 through 8 years	14 days a year
9 through 13 years	17 days a year
14 through 18 years	19 days a year
19 + years	23 days a year

Vacation must be taken within one year of accrual, unless authorized and approved by the Township Manager.

**ARTICLE 20
SICK LEAVE**

All employee shall earn one point zero eight (1.08) of paid sick days a month in their initial year of employment. After one year of employment they will be advanced thirteen (13) days of paid sick at the beginning of the year.

All employees covered by this agreement may accumulate up to 100% of their unused annual sick leave allowance; provided, however, that their overall accumulation does not exceed 225 days for those employees employed by the Township prior to January 1, 1963, and 130 days for those employed after January 1, 1963.

Terminal leave will be capped at \$5,000.00 for employees hired after June 1, 1994.

**ARTICLE 21
PERSONAL LEAVE**

All employees covered by this agreement shall receive four (4) personal days of leave per year.

**ARTICLE 22
BEREAVEMENT LEAVE**

Employees shall be granted five days of leave upon a death in the employee's immediate family. Immediate family shall include an employee's father, mother, grandmother, grandfather, sister, brother, spouse, civil partner, son, daughter, foster child, step child or anyone making his/her home with an employee's family.

Employees shall be granted up to three days of leave for an employee's current mother or father in-law.

Employees shall be granted one day of bereavement leave upon the death of an uncle, aunt, niece, nephew or first cousin.

ARTICLE 23 LEAVES OF ABSENCE

Family & Medical Leave Act and the Family Leave Act

The Employer shall abide by the Family and Medical Leave Act and the New Jersey Family Leave Act. Written application must be made through the Human Resources Department and approved by the Department Head and Township Manager. The employee must provide thirty (30) days advance notice when the leave is "foreseeable" events like planned medical treatment. For medical emergencies, the employee must give notice as promptly as possible.

Jury Duty

Any employee who is called and serves on a jury, shall be granted paid leave for that period of time which he/she is officially involved with the court in such capacity. Any payment other than for expenses reimbursement shall be turned over to the Department of Finance.

Military Leave

Any regular full-time employee of the Township of Montclair, who is a member of the National Guard or Reserve components of the military service of the United States and is required to perform active duty for training periods (normally two weeks), shall be granted a leave of absence with pay for the period of such training.

This leave of absence with pay shall be in addition to his/her vacation leave and shall not pay more than the difference between the employee's regular Township pay and that paid by the National Guard or Reserve components.

When a regular full-time employee has been called to active duty or inducted into the Military Forces of the United States, he/she shall be granted a leave of absence without pay. The employee must report back to work within sixty (60) days of his/her honorable discharge or relinquish his/her right to his/her position unless a service related injury or illness prohibits reporting back to work within the limit. In this circumstance, the Township Manager may extend the reporting date.

Leave of Absence Without Pay

The Township Manager may grant the privilege of a leave of absence without pay for a period not to exceed six (6) months. Such leave of absence may be renewed for an additional six (6) months by formal action of the Township Manager.

In order that the status of an employee on leave of absence without pay and that of a substitute, if any, may be determined, leaves of absence without pay will only be awarded for definite stipulated periods.

Any employee may return to duty before expiration of his/her leave without pay only with the approval of the Township Manager.

ARTICLE 24 TRAVEL ALLOWANCE

Any employee that is authorized to use their personal vehicle for Township business, at the request of Employer, will receive a travel allowance equal to the designated Internal Revenue Service rate.

ARTICLE 25 HEALTH BENEFITS & INSURANCE

The Employer agrees to provide, coverage equal to or better than, in sum, the State Health Benefits Plan for all employees and their dependents as defined under the respective policies of insurance. The Employer also agrees to provide major medical insurance to all employees and their dependents. The premium costs for said programs shall be paid for by the Employers, except for employee contribution required under P.L. 2010, C2 and P.L.2011,c78, whichever is greater. The definition of the insurance carrier is as follows:

New Jersey State Health Benefits Plan or substantially similar.

Full-time and Part-time employees who continually and consistently work in excess of twenty (20) hours a week will be covered by the New Jersey State Health Benefits Plan or substantially similar plan.

Prescription Plan

The Township will provide a prescription plan with a co-pay of \$5.00 for generic drugs and \$10.00 for brand name drugs to all eligible employees covered under this agreement

Dental Plan

The Township will provide Dental insurance to all regular full-time employees and their dependents covered under this agreement.

Short-Term Disability Insurance Plan

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

Vision Plan

The Township will provide a vision plan to all employees covered under this agreement, covering one exam per year and a new lens and frame every two (2) years, in network only

New employees will be eligible for health insurance sixty (60) days after their initial day of employment.

ARTICLE 26 SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this Agreement or of any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of the Agreement and of any supplements or riders thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such article or section.

**ARTICLE 27
TRAINING AND EDUCATION**

An employee shall be entitled to apply for and receive reimbursement of tuition costs for certified or degreed programs of higher education after the successful completion of each course. An employee may be reimbursed up to a maximum of eighteen (18) credits per year. Employees must receive prior approval of the Department Head and courses must be job related. The payments schedule will be as follows: for 2015 and 2016, up to \$150 per credit; effective January 1, 2017, up to \$175 per credit.

The Township will pay or reimburse the cost of fees for all certification programs or licenses required by an employee to perform the functions or duties of their job or position. An application of payment must be submitted to the Township.

The Township will provide time off with pay for employees to attend seminars or conferences that are required to maintain any certification or license that is a requirement of his/her employment with the Township. Employees must receive prior approval of the Department Head.

The Township will pay for or reimburse the cost of those seminars or conferences up to a maximum of \$500 annually. Prior approval from the Department Head is required.

**ARTICLE 28
PROBATIONARY PERIOD**

- A. All newly appointed full-time and part-time Employees shall be subject to a probationary employment period of ninety (90) days.

The purpose of the probationary period is to evaluate the Employee's performance and conduct and to determine whether or not the employee merits regular status. *During the probationary period the employer may terminate an employee with or without cause.* However, when an employee is given an opportunity on a trial or provisional basis to qualify for promotion by serving in a new classification, his/her permanency in his/her regular permanent job classification shall be continued during such trial or provisional period and he/she shall have the opportunity to return to such permanent classification in the event the promotional opportunity shall not become permanent provided, there is no discharge action for cause.

- B. An Employee's probationary period may be extended, by the Employer, for an additional ninety (90) days provided notice of such an extension is served to both the Union and the employee within ten (10) working days following the completion of the original ninety (90) day period.
- C. An Employee who successfully complete their probationary period, or any extension thereof, shall receive written notification from the employer of their status. A copy of the written notification will be provided to the Union. Such employee (s) shall have seniority credit and credit for benefits provided by the employer retroactive to the commencement of work.

**ARTICLE 29
STATE OF EMERGENCY**

- A. In the event that a State of Emergency declared by the Governor results in the closure of roads, non-essential personnel shall not be required to report to work.
- B. In the event of a disaster (hurricane, earthquake, act of war, terrorist attack or threat, etc.) where the Township closes the building, all employees will be compensated for that day or days. Those required to report for work will be given additional compensatory time for this time worked.

**ARTICLE 30
SHOE ALLOWANCE**

Effective January 1, 2017, a shoe allowance of \$150 annually will be provided to the following titles with the submission of a receipt to the Department Head: (1) Assistant Superintendent of Water and Sewer Operations; (2) Superintendent of Water Operations; and (3) Township Engineer.

**ARTICLE 31
NO STRIKE/NO LOCKOUT**

In consideration of the Employer's commitment cited in this Article, the Union will not strike against the Employer.

In consideration of the Union's commitment cited in this Article, the Employer will not lockout employees.

**ARTICLE 32
FULLY BARGAINED CLAUSE**

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues, which were or could have been the subject of collective negotiations. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law in the area of collective negotiations, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.
- C. The parties agree that they have fully bargained and agree upon all terms and conditions of employment set forth in this Agreement. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargain able issues, which were or could have been subject to negotiations.

**ARTICLE 33
TERM OF AGREEMENT**

This Agreement shall be effective on January 1, 2016 through December 31, 2019 and from year to year. Negotiations for a successor Agreement shall begin not later than one hundred-twenty (120) days prior to the expiration date of this Agreement. This Agreement shall remain in full force and effect during the period of negotiations and until this Agreement is replaced by a new Agreement.

For the Township of Montclair

Tully

3/5/18

**For the Communications Workers
of America, AFL-CIO**

Carolee L. Wade

Paul L. Boud

Jessica Q. Reed

K.A. [unclear]

14149114v1 (299.098)

Braedon Gregory 3/05/18

**BRAEDON GREGORY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 1/15/2023**

APPENDIX A

2016 Step	2%						
Dollars	Group	1	2	3	4	5	6
1,480	9	37,530	39,010	40,490	41,970	43,450	44,930
2,117	9.5	52,804	54,922	57,039	59,156	61,274	63,391
2,137	9.6	53,311	55,448	57,585	59,721	61,858	63,995
2,290	10	57,265	59,555	61,845	64,135	66,425	68,716
2,380	10.5	59,367	61,747	64,127	66,507	68,887	71,267
2,571	11	63,503	66,074	68,646	71,217	73,788	76,359
2,782	12	68,860	71,642	74,424	77,206	79,987	82,769
3,050	13	74,701	77,751	80,802	83,852	86,903	89,953
3,318	14	81,819	85,137	88,454	91,772	95,090	98,408
3,676	15	89,637	93,313	96,990	100,666	104,343	108,019
4,741	16	95,299	100,040	104,781	109,522	114,262	119,003

2017 Step	2%						
Dollars	Group	1	2	3	4	5	6
1,510	9	38,280	39,790	41,299	42,809	44,319	45,828
2,160	9.5	53,861	56,020	58,180	60,339	62,499	64,659
2,179	9.6	54,377	56,557	58,736	60,916	63,095	65,275
2,336	10	58,411	60,746	63,082	65,418	67,754	70,090
2,427	10.5	60,555	62,982	65,410	67,837	70,265	72,692
2,623	11	64,773	67,396	70,018	72,641	75,264	77,887
2,838	12	70,237	73,075	75,912	78,750	81,587	84,425
3,111	13	76,195	79,306	82,418	85,529	88,641	91,752
3,384	14	83,455	86,839	90,223	93,608	96,992	100,376
3,750	15	91,430	95,180	98,930	102,679	106,429	110,179
4,836	16	97,205	102,041	106,877	111,712	116,548	121,383

2018 Step	2%						
Dollars	Group	1	2	3	4	5	6
1,540	9	39,046	40,586	42,125	43,665	45,205	46,745
2,203	9.5	54,938	57,141	59,343	61,546	63,749	65,952
2,223	9.6	55,465	57,688	59,911	62,134	64,357	66,580
2,383	10	59,579	61,961	64,344	66,726	69,109	71,492
2,476	10.5	61,766	64,242	66,718	69,194	71,670	74,146
2,675	11	66,069	68,744	71,419	74,094	76,769	79,444
2,894	12	71,642	74,536	77,430	80,325	83,219	86,113
3,174	13	77,719	80,893	84,066	87,240	90,414	93,588
3,452	14	85,124	88,576	92,028	95,480	98,932	102,383
3,825	15	93,258	97,083	100,908	104,733	108,558	112,383
4,932	16	99,150	104,082	109,014	113,946	118,879	123,811

2019 Step	2%						
Dollars	Group	1	2	3	4	5	6
1,571	9	39,827	41,397	42,968	44,539	46,109	47,680
2,247	9.5	56,037	58,283	60,530	62,777	65,024	67,271
2,268	9.6	56,574	58,842	61,109	63,377	65,644	67,912
2,430	10	60,770	63,201	65,631	68,061	70,491	72,921
2,526	10.5	63,001	65,527	68,052	70,578	73,103	75,629
2,729	11	67,390	70,119	72,847	75,576	78,305	81,033
2,952	12	73,075	76,027	78,979	81,931	84,883	87,835
3,237	13	79,273	82,510	85,748	88,985	92,222	95,459
3,521	14	86,827	90,348	93,868	97,389	100,910	104,431
3,901	15	95,123	99,025	102,926	106,828	110,729	114,631
5,031	16	101,133	106,163	111,194	116,225	121,256	126,287

Salary Groups

9- (1) Parking Enforcement Supervisor

12 – (1) Project Coordinator

13 – (1) Assistant Superintendent of Water and Sewer Operations; (2) Communications Director

14 – (1) Assistant Health Officer

15 – (1) Superintendent of Water Operations; (2) Uniform Construction Official

16 – (1) Township Engineer