

AGREEMENT
BETWEEN
TOWNSHIP OF MONTCLAIR
AND
OFFICE AND PROFESSIONAL
EMPLOYEE'S INTERNATIONAL UNION,
AFL-CIO, LOCAL 32

January 1, 2005 through December 31, 2008

Table of Contents

		<u>Page</u>
Preamble		1
Article 1	Recognition	2
Article 2	Non Discrimination	3
Article 3	Management Rights	4
Article 4	Union Business	5
Article 5	Grievance Procedure	7
Article 6	Employee Status	9
Article 7	Probationary Period	10
Article 8	Seniority	11
Article 9	Employees Serving out of Classification	12
Article 10	Transfer and Reassignment	13
Article 11	Hours of Work	14
Article 12	Wages	16
Article 13	Longevity Payments	17
Article 14	Holidays	18
Article 15	Medical/ Dental Insurance	19
Article 16	Sick Leave/ Personal Days	21
Article 17	Vacation Leave	23
Article 18	Bereavement Leave	25
Article 19	Tuition Reimbursement	26
Article 20	Disciplinary Action	27
Article 21	Lay-Off and Recall	28
Article 22	Bulletin Board Space	30
Article 23	Severability	31
Article 24	Fully Bargained Agreement	32
Article 25	Duration	33

PREAMBLE

Agreement made this _____ day of _____ by and between The Township of Montclair (hereinafter called the Employer) and The Office and Professional Employee’s International Union, AFL-CIO, Local 32, (hereinafter called the Union) with offices at 2013 Morris Avenue, Union, New Jersey 07083.

WITNESSETH

Whereas, the Employer has recognized the Union as the sole collective negotiating representative for the employees covered by this agreement as hereinafter provided and;

Whereas, it is the intent and purpose of this agreement: to promote and ensure harmonious relations, cooperation and understanding between the Employer and the employees in the bargaining unit covered hereby; to avoid interruption and interference with the services of the Employer; and to ensure true collective negotiation in connection with the working conditions, rates of pay and other conditions of employment; Now therefore, in consideration of the mutual covenants herein contained, the parties hereto agree as follows.

ARTICLE 1

RECOGNITION

A. The Employer recognizes the Union as the sole and exclusive bargaining representative of all full-time and part-time professional employees and school crossing guards employed by the Township of Montclair.

B. Excluded from the aforesaid bargaining unit are: craft workers, police, firefighters, confidential employees, managerial executives, supervisors within the meaning of the Act and all other employees of the Township of Montclair including those professional and non-professional employees represented in other bargaining units.

C. Upon signing of this agreement, the Employer shall furnish the Union with a copy of a list of its employees covered by this agreement. This list of employees in the bargaining unit is to contain the following information: Employee's name, date of hire and rate of pay. The Employer shall supplement this list at monthly intervals to keep it up to date as far as practicable.

ARTICLE 2

NON-DISCRIMINATION

It is the shared policy of the Employer and the Union not to discriminate against any employee on the basis of race, color, creed, national origin, political or religious affiliation or opinion, ancestry, age, marital status, sex or because of physical disability that does not interfere with ability to do the required work, or liability for service in the Armed Forces of the United States; and, to ensure prospective employees equal employment opportunity regardless of same.

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 any subsequent section of 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 BUSINESS

Section 1. Visitation

Accredited representatives of the Union shall, upon request, have reasonable access to the premises of the Employer for the purpose of investigating specific grievances and to ascertain whether or not this agreement is being observed. Such representatives shall first report to the Township Manager or his/her designee, stating the nature of and location of his/her visit. The union agrees that such visitation shall not interfere with the employee's performance of their duties or in the delivery of services.

Section 2. Deduction of Union Dues

A. The Employer, upon receipt of written authorization from the employee in the form annexed hereto and made a part hereof as Exhibit A, agrees to deduct Union initiation fees and monthly dues from the wages of each employee, and forward such initiation fees and dues to the office of the Union on a monthly basis. Such deductions will be reinstated immediately upon the return to employment of an employee on Leave of Absence.

1. Dues deductions from the previous month shall be remitted to the office of the Union no later than the tenth (10) day of each month, together with a list of all employees from whom dues have been deducted.
2. The Employer agrees to furnish the Union by the tenth (10) day of each month the names of newly hired employees in the bargaining unit, their addresses, social security numbers, classifications of work, dates of hire, and names of terminated employees in the bargaining unit together with their date of termination and names of employees in the bargaining unit on Leave of Absence.
3. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of the Article and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee of the bargaining unit arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3. Fair Representation/Agency Shop Fee

- A. All employees covered under this agreement, who are not members of Local #32 of the OPEIU, will be required to pay Agency Shop Fee/Fair Representation fee of 85% of the current Union dues.

ARTICLE 5

GRIEVANCE PROCEDURE

Section 1. Definition

A grievance shall be defined as a dispute or complaint arising between the parties and concerning the application or interpretation of this agreement.

Section 2.

In the event that differences arise between the Employer and any of the employees of the Union, the parties hereto agree to make a prompt and earnest effort to settle such differences to the satisfaction of all parties concerned, in the minimum number of steps in the following procedure:

Step 1. The Union steward or other authorized representative, with or without the employee, shall in writing commence the grievance or dispute with the employee's immediate foreman/supervisor within fifteen (15) work days of the event which gave rise to the grievance. A meeting shall be scheduled with the employee's supervisor to discuss the facts and attempt to resolve the issue. If it is not resolved after such discussion and the Union wishes to proceed further, a formal written request Step 2 shall be submitted to the employee's Department Head by the Union within (5) days following informal discussion. Such written request shall define the grievance and identify the aggrieved employees.

Step 2. The Department Head shall issue a written response within five (5) working days following receipt of the employee's written request for Step 2 consideration. If the issue is not settled to the satisfaction of the employee and the Union at Step 2, the parties shall proceed to Step 3.

Step 3. The local steward and/or the Union representative shall present the grievance to the Township Manager and/or his designee in writing together with the answer of the Department Head. The Township Manager shall meet with the Union representative within five (5) working days and shall render a decision in writing within five (5) working days thereafter.

Section 3.

If the matter is not settled in Step 3, the Union may submit the grievance within twenty (20) working days to the New Jersey State Board of Mediation in accordance with the practice of that Board.

Section 4.

Binding arbitration of grievances will be strictly limited to disputes involving the interpretation, application, or alleged violation of the specific terms and conditions of employment expressly stated in this agreement. In rendering an award, the arbitrator must first determine whether the Township, by a preponderance of the evidence, has failed to properly interpret, failed to properly apply, or has violated a specific term and condition of employment expressly stated in the agreement. If the arbitrator initially determines that the Township has engaged in such activities, he/she then must also consider if there exists an overriding public policy consideration which justifies the Township's actions. If the arbitrator finds that such a consideration does in fact exist, he/she must then render an award in favor of the Township.

- (A) The arbitrator shall have no authority to add to or subtract from or otherwise change or modify the provisions of this agreement but shall be authorized to interpret the existing provisions of this agreement. Each party shall bear one-half of the fee of the arbitrator. If either party cancels an arbitration session within two (2) working days of the date fixed, the canceling party will be responsible for the fees due for that date. Only the Union and the Employer shall have the right to request arbitration.
- (B) All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and Holidays. Time limits may be extended by mutual agreement of the parties.
- (C) A grievance which affects a substantial number or class of employees or a grievance dealing with suspension or discharge and which the Employer representative in Step 1 or 2 lacks the authority to settle, may initially be presented in Step 3 by the Union Steward or Union Agent.
- (D) Whenever in the above procedure a grievance is to be presented in writing, it shall be written on a grievance form provided by the Union attached to this agreement as Exhibit B.
- (E) Failure on the part of the Employer to answer a grievance in any step shall be deemed a denial and the employee may move to the next step.
- (F) The employee or employees initiating the case may accompany the Union representative at any stage of the proceedings provided it is not a class action involving a substantial number of employees.
- (G) With the approval of the Department Head, the Employer shall permit aggrieved employees and the Union representative such necessary time off as conditions of the agency permit for conferring and preparing the employee's case.

ARTICLE 6

EMPLOYEE STATUS

Section 1.

Employees of the Township of Montclair who are covered by this agreement shall be classified as either:

(A) Regular full-time

(B) Regular part-time

(C) Temporary

(A) A regular full-time employee is an employee who has successfully completed the probationary period as described herein and who regularly works seven (7) hours per day for a work week consisting of thirty-five (35) hours. Regular employees will be eligible for all benefits as provided by the Township.

(B) A regular part-time employee is an employee who has successfully completed the probationary period as described herein and who regularly works less than seven (7) hours per day for a work week consisting of less than thirty-five (35) hours. Part-time employees must work at least seven (7) hours in a weekly pay period are eligible for specified pro rata benefits as provided by the Township.

(C) Employees who do not fit the definition in paragraphs 2 and 3 shall be defined as temporary employees. A temporary employee is one who is so informed at the time of hire and is hired for a special project or to replace an employee on leave or vacation or holiday; and, who is hired for a period not longer than three (3) months, or for the duration of such project, leave or vacation period, whichever is greater, but in no event to exceed six (6) months. Said employees are not eligible for benefits as provided by the Township. Temporary employees shall not be used to displace or in any other way jeopardize the position of regular full-time, or regular part-time employees as defined above.

ARTICLE 7

PROBATIONARY PERIOD

Section 1.

All newly appointed full-time and part-time employees shall be subject to a probationary employment period of ninety (90) days during which time such employee can be terminated for any reason without the same causing a breach of this agreement or constituting a grievance.

Section 2.

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.

Section 3.

An employee's probationary period may be extended for an additional ninety (90) days provided notice of such an extension is served to both the Union and the employee within ten (10) workdays following the completion of the original ninety (90) day period.

Section 4.

Employees 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 8

SENIORITY

Section 1. Definition

Seniority is defined as the length of time an employee has been continuously employed by the employer as covered by this agreement.

Section 2.

Seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this agreement.

Section 3.

An employee's seniority shall commence after successful completion of the probationary period and shall be retroactive to the date of the probationary period and shall be retroactive to the date of the employee's last employment date. Regular part-time employees shall accrue pro rata seniority on a separate list than regular full-time employees. Seniority shall not accrue during leave of absence.

Section 4.

An employee shall lose all of his/her seniority when the employee:

- (A) Terminates voluntarily.
- (B) Is discharged for just cause.
- (C) Overstays a leave of absence without reasonable cause.
- (D) Is laid-off for a period of six (6) months or more, or a period exceeding the length of an employee's continuous service, whichever is less.
- (E) Fails to return to work within three (3) working days after recall as outlined below.

Section 5.

The Employer shall upon execution of this agreement and at least annually thereafter, furnish the Union a seniority list and will correct this list from time to time as may be necessary. The furnished list will conclusively establish an employee's seniority unless the Union protests it in writing within thirty (30) days from the presentation to the Union, or, if the employee is on leave of absence or vacation or is otherwise unable to so protest it within such time, within thirty (30) days after the employee returns from such leave or vacation.

ARTICLE 9

EMPLOYEES SERVING OUT OF CLASSIFICATION

Section 1.

All employees are required to work in their assigned classification. It is the responsibility of Department Heads and supervisors to ensure that employees are working in their assigned classifications.

Section 2.

Any employee may be required, in an emergency or in relief of another employee who is on leave of absence, to perform any duties described in his/her position classification, any other duties which are of a similar character, or any duties of a higher classification so long as such services do not extend beyond thirty (30) calendar days.

Section 3.

Employees required to perform duties of a higher classification for a period in excess of thirty (30) calendar days will be considered as temporarily promoted. An employee who is temporarily promoted shall be placed in the first step of the higher pay grade or in that step of the higher pay grade which provides the employee an increase of one increment. The employee shall be returned to his/her regular classification and pay grade when the period of temporary promotion has expired. If promoted temporarily to a management position for over thirty (30) days, both parties will meet promptly to negotiate a mutually agreeable salary.

ARTICLE 10

TRANSFER AND REASSIGNMENT

Section 1. Definition

- A. Transfer is the movement of an employee to a position in the same title and grade at the same pay from one Department to another.
- B. Reassignment is the movement of an employee to a position in the same title and grade at the same pay within a Department.

Section 2.

The service of an employee who is transferred or reassigned will be considered continuous for the purpose of seniority and fringe benefits.

Section 3.

Employees may request transfer or reassignment. All transfers and reassignments require the written approval of the Township Manager. Transfers and reassignments shall not be made to harass or discriminate against an employee.

ARTICLE 11
HOURS OF WORK

Section 1.

The normal work week for employees covered by this agreement shall consist of seven (7) hours per day and thirty-five (35) hours per week.. Dispatchers will have a four (4) and two (2) schedule, eight (8) hour days with a 30 minute lunch break. Meal breaks will be taken in a designated area outside the Dispatch Center. At no time may a Dispatcher leave the premises without the expressed approval of the police Tour Commander on duty. While on break Dispatchers shall remain available for immediate call back to the Dispatch Center in the event of an emergency. There will no longer be additional pay for working through lunch. Dispatchers shall select shifts on the basis of seniority which will provide for a steady tour of duty for six months. Shift selections by those employees must be approved by the Chief of Police. The employer shall have the right to change an employee's scheduled shift hours in order to provide necessary manpower coverage.

Section 2.

Required service in excess of the normal work week shall be considered overtime service and shall be compensated as follows:

- (A) Service in excess of thirty-five (35) hours per week and up to and including forty (40)hours per week shall be compensated at straight time.
- (B) Service in excess of forty (40) hours per week shall be compensated at time and one-half.

Section 3.

Employees who are required to work overtime will receive either compensation time or payment as determined by their Department Head in consideration of budgetary restraints.

Section 4.

The taking of compensatory time off shall be subject to the reasonable scheduling demands of the Department as determined by the Department Head.

Section 5.

Employees of the Court Administrators Office who are covered by this agreement shall receive a fifteen percent (15) salary differential in addition to their regular rate of pay for service required during Municipal Court hours scheduled outside their normal working hours. This salary differential shall not apply to service otherwise compensable at a premium rate (time and one-half) as described above.

Deputy Court Administrators who are required to be on-call to sign warrants on week-ends will receive two and one-half hours overtime pay for regular week-ends and three hours overtime pay for Holiday week-ends.

Section 6.

In the event of a natural disaster (hurricane, earthquake, 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 12

WAGES

Section 1.

Effective January 1, 2005, all employees covered by this agreement shall receive a 4.0% increase plus increment, if any. Effective January 1, 2006, all employees covered by this agreement shall receive a 2.5% increase, plus increment, if any. Effective January 1, 2007, all employees covered by this agreement shall receive a 0% increase, plus increment. Effective January 1, 2008, all employees covered by this agreement shall receive a 2.5% increase, plus increment, if any.

Section 3.

All personnel covered under this agreement shall receive compensation at the minimum of two hours pay when called in for any Township directed court appearance outside of their regularly scheduled work hours.

Section 4.

Employees required to wear uniforms shall receive the following annual uniform allowances:

	All uniformed personnel Except Crossing Guards	Crossing Guards
2005	\$400	\$275
2006	\$425	\$295
2007	\$450	\$320
2008	\$475	\$345

Crossing Guards will receive a uniform allowance only if hired prior to January 1st of the year the allowance is paid. Crossing Guard uniform allowances shall be paid June 1st of each year. All other employees will receive uniform allowances after November 1st of each year.

Section 5.

Uniformed employees, with the exception of Dispatchers, who are required, at the direction of a supervisor, to work through their meal break will either be given an equal amount of time off in the same pay period or be paid for the worked meal break time at time and one-half.

Section 6.

The titles for the Housing & Zoning Inspectors and Code Enforcement Officers will be changed to Housing, Zoning & Code Enforcement Inspectors. Salaries for the existing Code Enforcement Officers will be increased to the group of the existing Housing & Zoning Inspectors. Cross training and courses will be provided. A one time stipend of \$1000 will be given to the Housing & Zoning Inspectors for cross training paid in 2006.

ARTICLE 13

LONGEVITY PAYMENTS

Section 1.

Employees of the Township of Montclair hired prior to June 1, 1994, shall receive, in addition to their regular rate of pay, longevity pay from and after their anniversary date of employment which shall be based upon the total numbers of years of service as an employee of the Township as follows:

After five years but less than ten years	2.0%
After ten years by less than fifteen years	3.5%
After fifteen years but less than twenty-five years	5.0%
After twenty years but less than twenty-five years	6.5%
After twenty-five years or more	8.0%

Employees of the Township of Montclair hired After June 1, 1994 shall receive, in addition to their regular rate of pay, longevity pay from and after their anniversary date of employment which shall be based upon the total numbers of years service as an employee of the Township as follows:

After five years but less than ten years	.5%
After ten years but less than fifteen years	1.0%
After fifteen years but less than twenty years	1.5%
After twenty years but less than twenty-five years	2.0%
After twenty-five years	2.5%

Section 2.

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

Section 3.

Longevity will accrue on the basis of an employee's original anniversary date which is the employee's last employment date.

ARTICLE 14

HOLIDAYS

Section 1.

The following Holidays are recognized by the Township of Montclair as paid Holidays:

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

Section 2.

Should any Holiday fall on a Saturday, it will be observed on the preceding Friday. Should any Holiday fall on a Sunday, it will be observed on the following Monday.

Section 3.

In order to receive Holiday Pay, an employee shall work the day before and the day after the Holiday. Absence for illness on any such day may require a Doctor's certificate.

Section 4.

Dispatchers who work on a holiday shall be eligible to take a compensatory day off of their choice subject to the approval of the supervisor. Such requested time off shall not be unreasonably denied.

Section 5.

All benefit time (Holidays, vacation, sick time, personal days, etc.) will be earned and used in hours rather than days. A benefit day is defined as one fifth of an employee's regularly scheduled weekly hours, i.e., for an employee with a 35 hour workweek a "day" is seven hours and for an employee with a 40 hour workweek a "day" is eight hours.

ARTICLE 15

MEDICAL/DENTAL INSURANCE

Section 1. The Employer agrees to provide, at no cost to the employee 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, at no cost to the employee, major medical insurance to all employees and their dependents.

Section 2. Disability Insurance

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 up to \$466.00 per week for a maximum of twenty-six (26) weeks with an exclusion period of seven (7) days.

Section 3.

The Employer has the right to choose the insurance carrier for either type of coverage specified in Section 1 and Section 2 above, provided that the coverage will be equivalent to existing coverage with no additional premium cost to the employee.

Section 4.

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

Section 5.

All employees will be reimbursed for medical emergency charges not covered by the State Health Benefits Plan up to a maximum of \$50/visit.

Section 6.

Employee and spouse will be entitled to health care upon retirement, effective October 1, 2006, under the following conditions: must attain the age of 62, have five years of employment with the Township of Montclair and contribute twenty (20%) percent toward health benefits, with the Township contributing eighty (80%) percent.

Section 7.

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

Section 8.

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. There will be partial reimbursement for non-participating doctors and stores if the employees does not go to participating doctors and stores.

ARTICLE 16

SICK LEAVE/PERSONAL DAYS

Section 1.

Employees eligible for sick time shall earn 13 days annually and shall be allowed to carry over 100% of any unused sick time up to the maximum accumulation allowed under Township code. Employees hired after June 1, 1994, shall have a terminal leave cap of \$5000.00.

Section 2.

- A. The Township of Montclair and the members of the Office of Professional Employees have agreed to establish a "sick leave bank." This "sick leave bank" shall consist of a credit of two (2) additional sick days per person per year. It is also understood and agreed by and between the parties that the "sick leave bank" shall be cumulative up to fifty percent (50%) of the unused portion of the annual appropriation.
 - e.g. - 40 employees in OPEIU
 - 80 days annually to OPEIU
 - 50% of the unused portion of the appropriation will be cumulative.
- B. The purpose of the "sick leave bank" is to protect employees covered by OPEIU in the event of major illness or injury requiring an extended leave of absence from work.
- C. It is understood and agreed that the employee must first exhaust his/her sick leave benefit provided by the Township in the event of illness or injury, prior to any use of time from the "sick bank."
- D. It is further agreed that six (6) representatives will govern the sick bank. Three (3) from the Township and three (3) from the Union. A request for sick bank will be given in writing to the Director of Human Resources, who will notify the union. This meeting must be called no later than five (5) days after the 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 3.

If an employee leaves because of illness after working half or more of his or her scheduled work hours, that employee will receive credit for working the whole day. If an employee leaves because of illness prior to completing half his or her scheduled work hours, then that employee will be charged hour for hour for sick time.

Section 4.

A. Employees working the final calendar quarter of any year and who become eligible for a personal day as described herein, will be allowed to carry this day into the following year, provided, such a day is taken within the following ninety (90) day period. All employees covered by this agreement with the exception of Crossing Guards, shall be entitled four (4) personal days per year without carryover. Crossing Guards shall receive two (2) personal days to be used at anytime with the prior approval of the Police Supervisor.

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

1. 0 to 1 year - 0 days
2. Completion of 1 to 2 years 2 days
3. Completion of 2 to 3 years 3 days
4. Completion of 3 years forward 4 days

Section 5.

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 Department Head. Personal days for all employees shall accrue on January 1st of each year.

Section 6.

Employees who are eligible to earn sick leave shall receive one half bonus personal day for each calendar quarter of perfect attendance. An additional bonus personal day is earned by those employees with perfect attendance for a full calendar year. Bonus personal time must be used within the calendar year earned except time that is credited as a result of perfect attendance in the fourth quarter. Bonus personal time earned as a result of perfect attendance in the fourth calendar quarter must be used by March 31 of the following year.

ARTICLE 17

VACATION LEAVE

Section 1.

- A. All employees covered by this agreement shall be entitled to annual vacation leave as follows:
1. Vacations shall accrue on January 1 of each year and shall be taken within one (1) year thereafter. Accumulation of vacation time shall not be permitted.
 2. Regular Full-time employees shall in the year of hire from the date of commencement of employment and the end of the same calendar year be entitled to receive a vacation equal to one-half of a working day for each full calendar month of employment; provided however that such vacation shall be taken before the end of the calendar year in which the employment began and after the completion of a 90 day probation period. Where the probationary term extends into the following year and vacation earned herein must be taken within 90 days after completion of the probationary term.
 3. Regular Full-time employees shall receive in their second calendar year and who have earned as of January 1 of such year following the commencement of their employment vacation days in accordance with the following schedule:
 - A. For those hired between January 1 and March 31 of the previous calendar year 12 days of vacation.
 - B. For those hired between April 1 and June 30th of the previous calendar year 9 days vacation.
 - C. For those hired between July 1 and December 1 of the previous calendar year 6 days vacation.
 4. Regular Full-time employees shall receive in calendar years three, four and five of their employment a vacation of twelve working days.
 5. Regular Full-time employees having five (5) years or more but less than nine (9) years shall receive a vacation of fourteen (14) working days.
 6. Regular Full-time employees having nine (9) years or more but less than fourteen (14) years shall receive a vacation of seventeen (17) days.
 7. Regular Full-time employees having fourteen (14) or more years of service but less than nineteen (19) years shall receive a vacation of nineteen (19) working days.
 8. Regular Full-time employees having nineteen (19) or more years shall receive a vacation of twenty-two (22) working days.
 9. Any regular Full-time employee who resigns, retires or whose employment is terminated for any reason other than for just cause, shall be entitled to a vacation in the year such employment ends on a prorated basis computed by the length of service schedule set forth in section B above and the number of full calendar months of employment

subsequent to January 1 of the year in which such resignation or termination become effective.

9. Additional Vacation benefit - Retirees hired pre September 18, 1984

Any regular Full-time employee hired before September 18, 1984 who retires from the service of the Township of Montclair in accordance with the PERS of the State of New Jersey shall be entitled to vacation in their final year of service totaling or equaling the full number of vacation days earned by the employee in their last year based on length of service as set forth in section B herein without reduction or prorating based on the number of calendar months worked in the year of retirement.

10. Regular Part-time employees shall be entitled to vacation days on a prorated basis in accordance with their respective work schedules and length of employment.

11. Vacation schedules shall be arranged by the Director of each department, having due regard for the operating requirements of the department, the seniority of the employees, and insofar as practical the requests of the employees.

12. Notwithstanding the foregoing no employee shall receive any vacation credit for any period of time during which he/she is away from service using accumulated sick leave allowance for terminal leave.

ARTICLE 18

BEREAVEMENT LEAVE

The Bereavement Leave is in accordance with the Township policy as follows:

A. The Employer agrees that each Employee covered by the Agreement may be granted five (5) consecutive work days leave in the event of a death in the employee's "immediate family". Immediate family shall include Employee's spouse, child, brother, sister, mother, father or grandparent or anyone making his/her home with the employee's family in such degree as to cause him/her to be regarded as an immediate member of the family; to attend the wake and/or funeral.

Leave for three (3) consecutive work days may be granted on the death of a stepmother, stepfather, mother-in-law, father-in-law, brother-in-law, sister-in-law to attend the wake and/or funeral..

In the event of the death of any Employee's relative of a more remote degree, uncle, aunt, nephew, niece or first cousin, a special leave of one (1) day may be granted to attend the wake and/or funeral.

B. Bereavement leave will be treated as exclusive of his\her annual leave or sick leave.

C. Reasonable verification of death may be required by the Employer.

ARTICLE 19

TRAINING AND TUITION REIMBURSEMENT

Section 1.

Each employee of the bargaining unit will receive reimbursement for tuition expenses at accredited schools up to a maximum of \$150.00 per 3-credit course per semester and two such courses per year. Courses chosen must benefit the employee and the Employer and be approved by the Department Head.

Section 2.

Employees shall receive a refund only for a passing grade.

Section 3.

The Employer shall reimburse the bargaining unit employee for the credits, as set forth herein, within thirty (30) days of receiving the grades from the employee. If the employee does not remain for one year thereafter, the Employer shall be reimbursed by the employee.

Section 4.

Nothing set forth herein shall affect the existing practice whereby employees, from time to time, are required by the Employer to take certain courses at the Employer's expense. Nothing set forth herein shall affect the existing practice of in-service training whereby the Employer, from time to time, provides seminars and workshops.

ARTICLE 20

DISCIPLINARY ACTION

Section 1.

Disciplinary action, as outlined by the Employer and agreed to by the Union, shall not be imposed upon employees except for just cause. Any disciplinary action taken against an employee may be processed as a grievance.

ARTICLE 21

LAY-OFF AND RECALL

Section 1.

In accordance with management's rights, the Employer shall determine the necessity for and the duration of lay-off or reduction-in-force.

Section 2.

In the case of lay-off or reduction-in-force because of lack of funds, change in program needs, obligation, seniority and job performance shall govern within the bargaining unit.

Section 3.

No regular full-time employee of the bargaining unit shall be laid-off while another person in a classified position is employed on an emergency, temporary, limited-term, provisional or probationary basis.

Section 4.

Temporary and probationary employees shall be laid-off first without regard to their individual period of employment. Non-probationary employees shall be the next to be laid-off on the basis of their seniority and job performance.

Section 5.

Employees in any occupational classification affected by laid-off or reduction-in-force may "bump" (displace) employees in lower occupational classifications within the bargaining unit; provided, however, the employee exercising such "bumping rights" has greater seniority and is qualified by training and experience to carry out the duties and responsibilities of the lower classification. In such cases, compensation will be adjusted accordingly. Under no circumstances will bumping "up" be allowed.

Section 6

Employees who are laid-off shall be placed on the recall list for a period of six (6) months.

Section 7.

Before any new employee shall be hired into occupational classifications from which employees have been laid-off, all such employees shall be recalled to their respective occupational classifications in the reverse order to that in which they were separated.

Section 8.

Recall will be conducted by certified mail, return receipt requested, to employee's last known mailing address. An employee who is recalled to service must return to work within three (3) working days or forfeit such recall rights. Exceptions include illness of the employee as verified by a licensed physician, or other probable reasons which make it impossible for an employee to return to work on time; provided, however, the employee notifies the Employer of such delay within three (3) working days following recall.

ARTICLE 22

BULLETIN BOARD SPACE

Section 1.

The Employer agrees to permit the Union through its representative or his/her designee reasonable use of Bulletin Boards in the Municipal Building for the posting of notices concerning Union business and activities affecting the welfare of Union members excluding political advertisements and notices.

ARTICLE 23

SEVERABILITY

Section 1.

If any of the provisions of this agreement or the application thereof shall be held invalid as a matter of law, the remainder of this agreement or the application shall not be affected thereby. If any law, regulation or decision of a Federal or New Jersey court or administrative agency affects any provision of the agreement, such provision shall be deemed amended to the extent necessary to comply with such law, regulation or decision but other wise shall not be affected.

ARTICLE 24

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. During the term of his agreement neither party will be required to negotiate with 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 25

DURATION

Section 1.

This agreement shall be effective as of the first day of January 1, 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 ninety (90) days prior to the anniversary date that it desires to modify or terminate this agreement. 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 _____, 2006.

TOWNSHIP OF MONTCLAIR
IN THE COUNTY OF ESSEX

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, AFL-CIO

ATTEST:

ATTEST:

LOCAL 32 O.P.E.I.U
GRIEVANCE FORM

Unit Name _____

Grievance # _____

Type - Individual _____

Group _____

Union _____

Employee's Name _____

Job Title _____

Department _____

Employer _____ Job Location _____

Management Supervisor _____ Ext. _____

Statement of Grievance: _____

Basis of Grievance _____

Remedy: _____

Steward Signature _____ Employees' Signature _____

Date _____