

AGREEMENT

Between

**TOWNSHIP OF TEANECK
BERGEN COUNTY, NEW JERSEY**

And

**LOCAL 820
COUNCIL 52, A.F.S.C.M.E.
AFL - CIO**

JANUARY 1, 2004 THROUGH DECEMBER 31, 2007

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PREAMBLE

This agreement, made this _____ day of _____, 2003 between the Township of Teaneck, Bergen County, New Jersey, a municipal corporation of the State of New Jersey, hereinafter referred to as "TOWNSHIP", and Municipal Employees for Equitable Treatment, an affiliate of Council 52, A.F.S.C.M.E., AFL - CIO, a representative of certain employees of the Township hereinafter referred to as "UNION".

ARTICLE I
RECOGNITION

- A. In accordance with the “Certification of Representative” of the Public Employment Relations Commission dated March 1, 1979 (Docket No. AC-79-2), the Township recognizes the Union as the exclusive collective negotiations agent for all full time and permanent part time white collar employees employed by the Township of Teaneck including Assistant Assessor, Assistant Building Inspector, Plumbing Inspector, Recreation Center Director, Assistant Court Clerk and Senior Engineer, but excluding all library employees, school traffic guards, teachers, department heads, managerial executive, supervisors, professionals police and fire department employees and Assistant Superintendent of Recreation, Assistant Fiscal Officer, Assistant Tax Collector, Assistant Municipal Manager and all other employees employed by the Township of Teaneck.
- B. Whenever the term “Employee or Employees” is used herein it shall be construed to mean employees covered by this Agreement.
- C. Any new job classification that falls within the range of work presently performed by employees in the bargaining unit shall automatically be added to the unit, and be reflected in the salary schedules attached hereto.

ARTICLE II
COLLECTIVE NEGOTIATING PROCEDURE

- A. Collective negotiations with respect to rates of pay, hours of work or conditions of employment shall be conducted by the duly authorized negotiating agent of each of the parties. Ordinarily not more than three (3) additional representatives of each party shall participate in collective negotiating meetings.
- B. Collective negotiating meetings shall be held at time and places mutually convenient at the request of either the Township or the Union.
- C. In the event any negotiating meetings are scheduled during any part of the working day, employees of the Township may be designated by the Union to participate in such negotiating meetings. Up to a maximum of three (3), not more than two (2) from each department, will be excused from their Township work assignment by the Township provided their absence will not seriously interfere with the Township's operations. Such employees would suffer no loss of regular straight time pay until a grand total of 54 hours duty time has been missed by the employees participating in such negotiating meetings inclusive of preparation and travel time in connection with such meetings. The Municipal Manager may, in his/her discretion, waive the time limitation.
- D. The duly authorized negotiating agent of either Township or the Union is not required to be an employee of the Township.

ARTICLE III
MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitations, 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 including but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees while on duty.
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township's powers, rights, authority, duties and responsibilities under N.J.S. 40, 40A and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE IV
CONDUCTING UNION BUSINESS

- A. No Union member or officer or authorized representative shall conduct any Union business on Township time except as specified in this Agreement.
- B. No Union meetings shall be held on Township time or using Township facilities unless specifically authorized by the Township.
- C. The Union will notify the Township of its official employee representatives selected from the bargaining unit. One such official employee representative shall work in the Municipal Building, and at least one shall work in Police Headquarters. One of the designated Union representatives shall be designated as the Authorized Representative. The remaining representatives will be designated as Assistant Representatives. Only the Authorized Representative or a predesignated Assistant Representative in his/her absence may confer with management on grievances or other matters of mutual interest. It is understood and agreed that the Assistant Representatives shall not act as the Authorized Representative unless designated to do so in the absence of the Authorized Representative. The Township acknowledges the right of the Union to select a representative who is not an employee to participate in such conferences as may occur between the Township and the Authorized Representative on matters related to grievances.
- D. The Township agrees that it will permit the Authorized Representative, or a predesignated assistant, but not both, to take a reasonable amount of time from the job to confer with management on, or to investigate grievances without loss of pay, provided prior arrangements to be excused are made with his/her supervisor.
- E. Effective with signing of this agreement, the President will be allowed time off with pay, and one other officer, not from the same department, will be allowed time off without pay, not to exceed two (2) days per year each, to attend any Union seminar or conventions, provided at least ten (10) days prior thereto, written notification of the intention to attend said seminar or convention has been given to the appropriate Department Head.

ARTICLE V
NON-DISCRIMINATION

A. There shall be no discrimination, interference, or coercion by the Township or any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union or any of its agents shall not intimidate or coerce employees into membership. Neither the Township nor the Union shall discriminate against any employee because of race, creed, color, age, sex or national origin.

B. It is hereby recognized and agreed that an employee shall have the right to withdraw from membership to the Union. In the exercise of that right, neither party, nor any of its agents shall discriminate, coerce or otherwise interfere with the employee.

ARTICLE VI
MAINTENANCE OF WORK OPERATIONS

A. The parties agree that there shall be no lock-outs, strikes, work stoppages, job action or slowdowns during the life of this Agreement. No Officer or representative of the Union shall authorize, instigate, or condone such activity, nor shall any employee participate in such activity.

B. It is understood that violation of the provisions of this Article may subject any employee participating in or condoning such activity to disciplinary action by the Township. Such disciplinary action may include termination or employment, or any other appropriate lesser form of discipline.

ARTICLE VII
GRIEVANCE PROCEDURE

A. To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement, the following procedure shall be used. For the purpose of this Agreement, the term “grievance” means any complaint, difference or dispute between the Township and any employee with respect to the interpretation, application or violation of any of the provisions of this agreement.

B. Any complaint by an employee regarding Township policies or administrative decisions may be grieved through step three (3) only. The decision of the Township Manager in these matters shall be final and binding upon both parties.

C. The procedure for settlement of “grievances” as defined in A above shall be as follows:

1. **STEP ONE**

In the event that any employee covered by this Agreement has a grievance, within five (5) working days of the occurrence of the event being grieved, the Employee shall discuss it informally with the immediate supervisor. The supervisor shall decide the grievance within five (5) working days after the grievance is first presented to him/her.

2. **STEP TWO**

If no agreement can be reached orally within two (2) working days of the initial discussion with the supervisor, it may be presented in writing within five working days to the Department Head or his/her designated representative. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the particular section of the contract violated if applicable and the remedy requested by the grievant. The Department Head or his/her designated representative will give the Union the opportunity to be heard and will answer the “grievance” or complaint in writing within eight (8) working days of the written “grievance” or complaint.

3. **STEP THREE**

If the Union or individual wishes to appeal the decision of the Department Head, it shall be presented in writing to the Township Manager or his/her delegated representative within ten (10) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Manager or his/her authorized representative may give the Union the opportunity to be heard and will give his/her decision in writing within ten (10) working days of receipt of the written “grievance” or complaint.

4. **STEP FOUR - ARBITRATION**

(a) If no satisfactory resolution of the “grievance” is reached at Step three, then within ten (10) working days the “grievance” shall be referred

to the State Board of Mediation for the selection of an Arbitrator. The
decision of the Arbitrator shall be final and binding upon the parties.
The expense of such arbitration shall be borne equally by the parties.

- (b) The arbitrator shall have no authority to add to or subtract from the agreement.
 - (c) In no event shall a complaint as indicated in B above or any other matter not pertaining to the specific contents of this Agreement be considered by an arbitrator.
 - (d) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the rendered by the Township Manager on the "grievance."
- Further, it is the intent of the parties that no matter in dispute that is subject to review and/or the decision of the Civil Service Commission of the State of New Jersey may be submitted to arbitration. The parties herein direct the Arbitration not to accept or to decide any matter in dispute that is subject to Civil Service Commission review and decision.

D. Any employee covered by this Agreement shall have the right to process his/her own "grievance" or complaint through Step Four Arbitration in accordance with the provisions of this Article. However, in the event the Union declines to pursue the matter to arbitration and the individual employee wishes to so proceed, such employee shall bear the expense of such arbitration equally with the Township.

E. The time limits expressed herein shall be strictly adhered to. If any "grievance" or complaint has not been initiated within the time limits specified, then it shall be deemed to have been abandoned. If any "grievance" or complaint is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed therefor, then the disposition at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the Grievance Procedure, then it shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the "grievance" or complaint at any step in the Grievance Procedure.

ARTICLE VIII
WAGES

- A. Effective and retroactive, as applicable, January 1, 2004 the salary schedule for all employees represented by the Union shall be as shown in Schedule I. Public Safety Telecommunicators who are at the step below maximum, as of December 31, 2003 shall go the maximum step effective January 1, 2004.
- B. Effective January 1, 2005 the salary schedule for all employees represented by the Union shall be as shown in Schedule II.
- C. Effective January 1, 2006, the salary schedule for all employees represented by the Union shall be as shown in Schedule III.
- D. Effective January 1, 2007, the salary schedule for all employees represented by the Union shall be as shown in Schedule IV.
- E. Wage rates for permanent part time employees on an hourly basis will be calculated on the minimum of the appropriate salary range.
- F. Annual salary increments shall be provided only to those employees who have satisfactorily performed the duties of their position. The Township may withhold payment of an increment when in its discretion, the employment performance of the employee has not been satisfactory.
- G. The maximum of the salary range of the Electrical Sub Code Official and the Plumbing Sub Code Official shall be automatically reduced by \$2,200. when the present incumbent in each position leaves the Township payroll.

ARTICLE IX
LONGEVITY

A. All full time employees shall receive in addition to the salaries provided in the Salary Schedule, a longevity payment in accordance with the following schedule:

<u>Years of Service</u>	<u>Amount</u>
4	\$ 300.00
8	600.00
12	900.00
16	1,200.00
20	1,500.00

B. Eligible employees shall receive their longevity increment as of the anniversary date of their employment. It is understood and agreed that the term “anniversary date of employment” refers to the beginning date of the employee’s present full time employment with the Township.

ARTICLE X
HOURS OF WORK

- A. The standard weekly work schedule for all full time employees except the Public Safety Telecommunicators shall consist of five (5) daily tours of seven (7) hours each and shall be arranged by the Township.
- B. Public Safety Telecommunicators will work six (6) daily tours of seven hours each over a period of six consecutive days followed by three consecutive days off and shall be arranged by the Township.
- C. The normal work week for all full time employees, except Public Safety Telecommunicators, will be from Monday through Friday. However, the Township may schedule other work weeks provided that a reasonable amount of notice is given to the employee or employees involved, and the proposal is discussed with the Union in advance.
- D. Part time employees will work on such days and between such hours as may be arranged by the Township.
- E. During certain periods of the year the Township may assign a limited number of qualified employees, subject to twenty four hour advance notice, to a different starting and stopping schedule to provide required services to the Township.

ARTICLE XI
OVERTIME

A. It is recognized that the needs of the Township may require overtime work beyond the employees standard daily or weekly schedule. The amount of and the schedule for working such overtime shall be established by the Township and employees shall work such overtime as scheduled unless excused by the Township.

B. Extra time in excess of the standard thirty-five (35) hour week in the discharge of such duties which are a regular function of the employee's position such as, but not limited to, time spent at the tax window in the evening and attendance at Council or Official Board meetings shall be compensated as follows:

1. Straight time pay for the first five (5) hours of authorized overtime worked in excess of thirty-five (35) hours in one week.
2. Time and one half for authorized overtime worked in excess of forty (40) hours in one week.

C. Occasional authorized extra work for any employee working the standard thirty-five (35) hour week will be compensated by compensatory leave or extra pay at straight time rate for the first (5) hours of such extra work in any week and compensatory leave or extra pay at a time and one half rate for hours in excess of forty (40) hours in one week. Compensatory leave will be granted within two months of the time the extra work was performed.

D. Occasional authorized extra work for any employee working the standard forty (40) hour week will be compensated by compensatory leave or extra pay at a time and one half rate. Compensatory leave will be granted within two months of the time the extra work was performed

E. Occasional authorized extra work for employees who work the six and three schedule will be compensated by compensatory leave or extra pay at a straight time rate for the first five (5) hours of such extra work in any six day cycle and compensatory leave or extra pay at a time and one half rate for extra hours over five (5) in any six day cycle. Compensatory leave will be granted within two months of the time the extra work was performed.

F. Time within the employee standard weekly work schedule for which he/she receives pay from the Township for approved absence shall be credited as time worked when calculating the overtime rate.

G. When an off duty employee is called back to duty outside of his/her standard daily work schedule, he/she shall be credited with a minimum of (2) hours overtime.

ARTICLE XII
HOLIDAYS

A. The following days are designated as paid holidays for all full time employees except Public Safety Telecommunicators:

New Years Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Veterans Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	

B. When the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When the holiday falls on a Sunday, the following Monday shall be observed as the holiday.

C. Twelve of the thirteen holidays are automatically included in the Public Safety Telecommunicators work plan and all employees working this assignment will have one of their scheduled days off each month charged as a holiday.

D. Employees are required to work the last scheduled workday prior to the holiday and the first scheduled workday following the holiday in order to be paid for the holiday, unless the employee is on an approved leave on such days.

ARTICLE XIII
VACATIONS

A. All full time employees shall earn annual leave for vacation purposes on a calendar year basis, with pay, in accordance with the following schedule:

To the end of the first calendar year	One (1) working day per full working month of service
1 to 5 years service	13 working days
6 to 10 years service	15 working days
11 to 15 years service	17 working days
16 to 19 years service	19 working days
20 years of service	21 working days
21 years of service	22 working days
22 years of service and over	23 working days

B. Vacations shall be granted in accordance with the following conditions:

1. Assume an employee starts full time employment with the Township August 1, 1998. At the end of 1998 he/she is entitled to five (5) working days vacation which can be taken between January 1st and December 31, 1999. On January 1, 2000 he/she would be credited with thirteen (13) working days vacation based on a full year of full time employment in 1999, which vacation can be taken in 2000.

2. Earned vacation may accumulate for no more than two (2) years of credit.

C. Vacation leave shall not be taken in less than one (1) day periods unless permission is granted prior thereto by the appropriate Department head.

D. Employees separated in good standing and who have no more than two (2) years of accrued vacation leave to their credit at the time of separation shall be paid the salary equivalent of the accrued vacation leave.

E. Vacation time accumulated is forfeited if at least (7) days notice of intention to terminate employment is not given in writing by the employee to the appropriate Department head. All or part of this requirement may be waived by the Township in its sole discretion upon approval of the appropriate Department Head and the Township Manager.

F. An employee who has returned from a leave of absence without pay or has been re-employed or reinstated shall be considered a new employee for the purpose of determining vacation eligibility for the balance of that calendar year.

G. Permanent part time employees on an hourly rate shall receive vacation leave on a pro-rata basis in accordance with the above conditions.

ARTICLE XIV
SICK LEAVE

A. Sick leave is defined as an absence from duty because of illness or accident not arising out of an employee's course of employment, exposure to contagious diseases, attendance upon a member of the employee's household seriously ill requiring the care or attendance of such employee, or absence caused by death in the immediate family of such employee.

1. The immediate family shall include spouse, children, mother, father, brother, sister or grandchildren of the employee.
2. The immediate family shall include children, mother, father, brother, sister or grandchildren, of the employee's spouse who live as permanent members of the employee's household.

B. All full time employees shall be granted sick leave as hereinbefore defined with pay to which eligible as follows:

1. New employees shall only receive one working day for the initial month of employment if they begin work on the 1st through 8th day of the calendar month, and one-half (1/2) day if they begin on the 9th through the 23rd day of the month.
2. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one day for each month of service. Thereafter, at the beginning of each calendar year, in the anticipation of continued employment, employees shall be credited with fifteen (15) tours of duty.
3. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes.

C. When an employee does not report for duty for a period of greater than three (3) consecutive days or totaling more than ten (10) days in one calendar year because of sick leave, the employee shall show proof of inability to work by submitting to the Township Manager, of his/her designee, upon resumption of duty, a certificate signed by a licensed physician in attendance, to the effect that the said employee was not, on the date or dates leave is requested, physically able to perform any duty connected with his/her job. An extended illness may be counted as a one day illness for purposes of the ten (10) day requirement for doctor's note. In case the absence is due to a contagious disease, a certificate from the Department of Health shall be required. If requested, the employee shall submit to examination by a physician appointed by the Township to substantiate such illness. The Township may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

D. A sick day shall be charged for an absence of more than half the work day or one-half (1/2) day for an absence of half the work day or less. No refund of vacation time shall be allowed due to illness incurred while on vacation time.

E. In order to receive compensation while absent on sick leave, the employee shall notify his/her supervisor, within fifteen minutes after the time set for him/her to begin his/her daily schedule.

An employee who is absent for five (5) consecutive days or more and does not notify his/her Department Head or some responsible representative of the Township on any of the first five (5) days will be subject to dismissal in accordance with Civil Service rules.

F. An employee may charge to his/her sick leave a maximum of three (3) days each year for personal obligations not elsewhere provided for in this article, provided prior approval is secured from the appropriate Department Head.

G. Any employee who shall absent himself/herself without leave in any month shall forfeit the accrual of sick leave for that month.

H. Permanent part time employees on an hourly rate shall receive sick leave on a prorata basis in accordance with the above conditions.

I. The Township retains the right to require, regardless of the total number of sick days, previously used, the receipt of a physician's certificate substantiating the reason for which any sick leave is requested, when sick leave misuse is suspected.

1. The employee may select to submit to an examination, at Township expense, by a physician appointed by the Township to substantiate the illness. The Township shall set the date of the examination to assure that it does not cause undue delay in the employee's return to duty; or

2. The employee may select to provide a physician's certificate from a licensed physician in attendance of his/her choice at his/her own expense.

J. Whenever a certificate is requested by the Township, such certificate shall be presented to the Township within twenty-four (24) hours of the request or, upon the employee's return to work (whichever is less). Such certificate shall substantiate said illness and verify the employee's ability to return to work and perform any and all duties connected with his/her job. A facsimile transmission of the certificate shall be acceptable provided the employee submits the originally signed certificate, within twenty-four (24) hours of the employee's return to work.

K. Failure to comply with any or all of the provisions contained within this Article may result in the request for sick leave being denied for that specific absence. The employee may be carried as Leave Without Pay and may be subject to disciplinary action.

ARTICLE XV
BEREAVEMENT LEAVE

- A. All employees covered by this Agreement shall receive up to three (3) consecutive working days for death in the immediate family as defined below, to be taken in conjunction with the funeral.
- B. Immediate family is defined for purposes of Paragraph A to be spouse, children, mother father, brother, sister, mother-in-law or father-in-law of the employee or those of his spouse.
- C. All employees covered by this Agreement shall receive two (2) days off to attend the funeral of the employee's grandparents or grandchildren.

ARTICLE XVI
INJURED ON DUTY

A. When an employee is disabled and unable to work because of an injury or illness, arising out of the course of his/her employment, he/she shall be granted an injury leave with full pay for a period up to thirty (30) calendar days, provided such employee:

1. Presents evidence that he/she is unable to work in the form of a certificate from a licensed physician forwarded to the Township Treasurer within seventy-two hours of the injury or illness.

2. Submits upon request to examination by a physician appointed by the Township or the insurance carrier of the Township.

B. All injured on duty leaves shall terminate when the physician appointed by the Township reports in writing that the employee is fit for duty.

C. Temporary disability payments made in lieu of salary as Workers Compensation insurance from any source which the Township provides or is statutorily provided to an employee while on injury leave, shall be recorded as non taxable during each period he/she is carried on the Township's payroll.

D. The Township Manager may extend injury leave, with full pay, up to a maximum of an additional 30 days upon the written recommendation of a physician appointed by the Township.

ARTICLE XVII
HEALTH INSURANCE

A. Employees and their eligible dependents shall receive paid hospitalization, Major Medical and Rider J coverage with the State Health Benefits Plan of New Jersey, or its equivalent at Township option.

B. Employees and their eligible dependents shall receive a dental plan at Township cost not to exceed \$60.00 per month effective October 1, 1998.

ARTICLE XVIII
LIFE INSURANCE

- A. The Township agrees to provide a \$10,000. Death benefit to all employees working at least a thirty five hour week at no cost to such employees either through a life insurance policy or self insurance program.
- B. The Township reserves the right to change insurance carriers during the lifetime of this Agreement so long as substantially similar benefits and the same policy face value are provided by the new carrier.
- C. Employees shall not be entitled to continue under the Township's life insurance plan upon retirement.

ARTICLE XIX
JURY LEAVE

A. Any full time employees covered under this agreement shall be excused from his/her employment on all days he/she is required to be present in court in response to a summons for jury service.

B. Any employee so excused shall receive his/her usual compensation for each day he/she is on jury service less the amount of per diem fee he/she receives as shown on a statement issued to the juror by the sheriff or other court officer making payment of juror fees.

ARTICLE XX
MILITARY LEAVE

A. Any full time employee covered under this agreement who is a member of the organized militia by the U.S. Government or the State of New Jersey shall be entitled to a leave of absence without loss of pay or time on all days during which he/she shall be engaged in active duty, active duty for training or other duty ordered by the governor, provided, however that the leave of absence for active duty or active duty for training shall not exceed 90 days in the aggregate in any one year.

B. This leave of absence without loss of pay shall not apply to weekend training except for Public Safety Telecommunicators and any other employee who regular workweek includes Saturday or Sunday.

ARTICLE XXI
LEAVE OF ABSENCE

A. Any full time employee covered by this Agreement may take a leave of absence without pay from Township duties, if recommendation therefor is given by the appropriate Department Head, and approval is granted by the Township Council. The leave of absence shall not exceed thirty (30) calendar days within one (1) calendar year, and during the period of said leave, the Township shall be under no obligation to pay for the benefits provided in this Agreement. It is understood and agreed that no leave of absence shall be given if the employee has accumulated unused vacation time to his/her credit; nor shall any benefits accrue to the credit of the employee during the period of said leave. The date by which the employee shall be eligible to earn an increment shall be adjusted by the number of days of the leave. The employee shall sign an affidavit wherein he/she shall state that during the period of the leave of absence the employee shall engage in no remunerative employment.

B. Any full time employee covered by this Agreement may request an extension of up to an additional thirty (30) calendar days of unpaid leave withing one (1) calendar year for their own serious medical conditoin/illness or that of a qualifying family as defined in Article XIV, Sick Leave.

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ARTICLE XXII
POSTING

A. The Township shall supply one (1) glass enclosed, locked bulletin board for the posting of notices and bulletins pertaining only to Union matters. All such bulletins may be posted only upon the authority of officially designated Union representatives. No material shall be posted that is deemed by the Township to be salacious, inflammatory or controversial. The Union shall retain possession of the key to the bulletin board.

B. The Township will endeavor to fill vacant positions by promoting employees from lower rated job titles or transferring laterally, where such employees have the qualifications and abilities to perform the work. However, the final decision shall be at the sole discretion of the Township Manager whose decision shall not be subject to the grievance procedure. Any such vacancy shall be posted for a period of five (5) working days and include the NJDOP job title. A copy of the NJDOP job description will be made available to the employee, upon request.

ARTICLE XXIII
TERMINAL LEAVE

- A. Any employee who retires on a monthly pension payment from the Public Employees Retirement System after completing twenty-five (25) years of service with the Township of Teaneck shall be eligible for a lump sum terminal leave payment based on 50% of his/her accumulated sick leave time.
- B. Any employee who retires on a monthly pension from the Public Employees Retirement System before completion of twenty-five (25) years of service with the Township of Teaneck, shall be eligible for a lump sum terminal leave payment based on the ratio of his/her accumulated sick leave time.
- C. Any employee who vests his/her pension eligibility with the Public Employees Retirement System when resigning voluntarily or as a result of a layoff from Township Service shall be eligible for a lump sum terminal leave payment based on the ratio of his/her months of service to five hundred forty (540) months of service applies to 50% of his/her accumulated sick leave.
- D. The maximum benefit to be paid under Section A & B of this article shall be limited to 50% of an employees base salary at the time of retirement, but in no case shall it exceed \$12,000.
- E. The maximum benefit to be paid under Section C of this Article shall be limited to the difference between the minimum and maximum of the salary range for the employee vesting his/her pension eligibility.
- F. Payment under this article shall not be made until certification of eligibility for retirement or vesting has been received from the Public Employees Retirement System.

ARTICLE XXIV
CLOTHING ALLOWANCE

A. The Township agrees to pay all full time Public Safety Telecommunicators, and all full time employees in the Fire Department required to wear a uniform, an annual clothing of \$375 in 2004 and 2005, and \$400 in 2006 and thereafter, payable in September of each year.

B. The Union agrees that all employees will work in the prescribed uniform and/or according to the prescribed dress code, each working day and will only be eligible for payment of the allowance after meeting minimum standards as established by the Police and Fire Chiefs.

ARTICLE XXV
TRAINING

A. The Township may assume the tuition cost of training courses taken by employees of the Township, which in the opinion of the Township Manager, are of benefit to the employee and the Township. Such training courses shall be taken on the employees own time unless otherwise authorized by the Township Manager.

B. Participation in and successful completion of special training courses may be considered in making advancements and promotion. Evidence of such activity shall be filed by the employee with his/her Department Head to be forwarded to the Township Treasurer's Office.

ARTICLE XXVI
DUES CHECK OFF

- A. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement, the Township agrees to deduct from the pay periods of each month, uniform membership dues, in such amounts as shall be fixed pursuant to the By-Laws and Constitution of the Union during the full term of this Agreement and any extension of renewal thereof. The Township shall promptly remit monthly, all amounts so deducted with a list of changes to the Treasurer of the Union.
- B. Any changes in monthly dues will be certified in writing by the President of the Union, or his/her designee, and the amount shall be uniform for all members.
- C. No deduction will be made for any month in which there is insufficient pay available to cover the same after all other deductions required by law have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the Township through error or oversight, failed to make the deduction in any monthly period.
- D. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.
- E. The deduction shall commence for each employee who elects not to become a member of the Union, on the first of the month following thirty days written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission. The deduction shall commence for each new employee on the first of the month of the following sixty days of employment.
- F. The fair share fee for service rendered by the Union, shall be in an amount equal to the regular membership dues, initiation fees and assessment of the Union, less the cost of benefits financed through the dues available only to members of the Union, but in no event shall the fee exceed eighty-five per cent (85%) of the regular membership dues, fees and assessments.
- G. The sum representing the fair share fee shall not reflect the cost of financial support of political causes or candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration and to secure for the employees it represents advance in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.
- H. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union. The appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.
- I. The Union shall indemnify, defend and save the Township harmless against any claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the

Township in reliance upon salary deduction authorization cards of the fair share assessment information as furnished by the Union to the Township or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

J. Membership in the Union is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he/she has received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Union membership. The terms of this Agreement to represent all of the employees in the bargaining unit, and not only for members in the Union and this Agreement has been executed by the Township after it had satisfied itself that the Union is a proper majority representative.

ARTICLE XXVII
MISCELLANEOUS

A. Any employee presenting testimony as a witness for the Township of Teaneck or the Union during his/her working hours, in a matter directly involving the Township, or the Union, or both, shall not be penalized by loss of benefits or pay for time spent in court. Such employee shall not receive extra compensation for time worked outside his/her standard work schedule except for such overtime payment as may be provided for elsewhere in this Agreement.

B. All full time employees covered by this Agreement shall receive a fifteen (15) minute coffee break in mid-morning, without loss of pay. An employee may take a fifteen (15) minute coffee break in mid-afternoon subject to the prior approval of the Department Head, in the Department Head's absolute discretion.

C. Any employee may submit in writing to his/her Department Head before October 1st of any calendar year, a request for items to be included in the following year's budget. The Department Head will review such request to determine whether it will be included in the departmental request to be submitted to the Township Manager.

Revised 4/1/04

ARTICLE XXVIII
SEPARABILITY AND SAVINGS

A. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIX
FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties. During the term of this 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 of the parties at the time they negotiated and signed this Agreement. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

ARTICLE XXX
TERM AND RENEWAL

A. This Agreement shall be in full force and effect as of January 1, 2004 and shall remain in effect through December 31, 2007.

B. This Agreement shall continue in full force and effect from year to year thereafter, unless one party of the other gives notice in writing, no sooner than one hundred twenty (120) days not later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

C. Notice served by either party on the other stating an intention to change, terminate or modify this Agreement shall be by registered or certified mail.

D. Notices sent by the Union shall be served on the Township Clerk. Notices sent by the Township shall be served on the President of the Union or his/her designated representative.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals at Teaneck, New Jersey on the _____ day of _____, 2003.

LOCAL 820
COUNCIL 52, A.F.S.C.M.E.
AFL-CIO

TOWNSHIP OF TEANECK
BERGEN COUNTY, NEW JERSEY

BY:

BY:

STAFF REPRESENTATIVE COUNCIL 52

MAYOR

BY:

PRESIDENT

MUNICIPAL MANAGER

ATTEST:

ATTEST:

MUNICIPAL CLERK