

COLLECTIVE BARGAINING

AGREEMENT

Between

Township of Montclair
Essex County

and the

Communications Workers of America
AFL-CIO
Local 1040

Non-Supervisory Bargaining Unit

JANUARY 1, 2006 THROUGH DECEMBER 31, 2009

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 non-supervisory, professional and non-professional employees of Montclair Township serving in the following titles:

Activities Coordinator
Administrative Assistant
Assistant to Tax Assessor
Assistant Township Planner
Communication Director
Director of Nursing
Engineering Supervisor
Environmental & Code Coordinator
Financial Assistant
Forester/Arborist
Junior Engineer
Operations Supervisor
Operations Supervisor 1
Planning Technician
Production Manager - CATV
Project Administrator
Purchasing Agent
Registrar of Vital Statistics
Senior Activities Coordinator
Senior Accountant
Supervising Mechanic
Supervisor of Water Administration

- 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.
- B. 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 to 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 last 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 January 1, 2006 employees' salaries shall be adjusted to reflect a four percent (4.00%) salary increase.

Effective January 1, 2007 employees' salaries shall be adjusted to reflect a one point seven five percent (1.75 %) salary increase.

Effective January 1, 2008 employees' salaries shall be adjusted to reflect a three point two five percent (3.25%) salary increase.

Effective January 1, 2009 employees' salaries shall be adjusted to reflect a three point nine percent (3.9 %) salary increase.

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

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.

**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 April 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.

**ARTICLE 16
LAYOFF & RECALL**

In the instance of a layoff, employees shall be laid-off in reverse seniority order within their job classification. 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.

**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.

**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	22 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, son, daughter 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 pay the designated premium costs for eligible employees and their dependents, in accordance with the definition of the insurance carrier, 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.

Prescription Plan

Dental Plan

Short-Term Disability Insurance Plan

Vision Plan

The Employer and the Union agree to meet, discuss and negotiate alternative plans of benefit coverage.

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 2007, up to \$100 per credit; for 2008, up to \$125 per credit; for 2009, up to \$150 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.

ARTICLE 28 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 29 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.

- B. 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 30
TERM OF AGREEMENT**

This Agreement shall be effective on January 1, 2006 through December 31, 2009 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

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