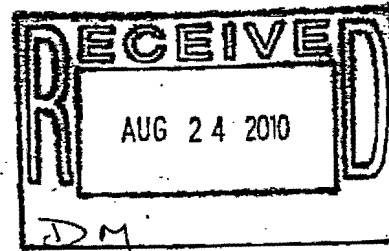


TOWNSHIP OF TEANECK

-and-

AFSCME Council 52, Local 820

MEMORANDUM OF AGREEMENT



This Memorandum of Agreement is entered into on this APRIL day of ~~February~~ 2010, between the Township of Teaneck, County of Bergen, State of New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township" and AFSCME Council 52, Local 820, hereinafter called "Local 820".

WHEREAS, the Township and Local 820 are Parties to a Collective Negotiations Agreement for the term January 1, 2008 through December 31, 2011 (the "Agreement"); and

WHEREAS, Article X of the Agreement regarding work Schedules provides as follows:

- 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; and

WHEREAS, on August 17, 2009, the Parties agreed to commence a six-month pilot program modifying the work schedule from five work days to four work days for all full time employees except the Public Safety Telecommunicators; and

WHEREAS, the Parties desire to continue the pilot work schedule pursuant to the terms of this Agreement.

THEREFORE, the Parties agree to the following modifications:

1. Work Schedule – Article X:

- a. Subsection A - The standard weekly work schedule for all full time employees that work at the Municipal Building and except the Public Safety Telecommunicators shall consist of four (4) daily tours of eight and three-quarter (8.75) hours each and shall be arranged by the Township.
- b. Subsection C - The normal work week for all full time employees that work at the Municipal Building, and except Public Safety Telecommunicators, will be from Monday through Thursday. 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.

2. Breaks – Article XXVII

- a. Employees covered by this Agreement working a four-day schedule are entitled to receive a half-hour (1/2) lunch break.
- b. All full-time employees covered by this Agreement shall receive a 15 minute break in midmorning without loss of pay. An employee may take a 15 minute break in mid-afternoon subject to the prior approval of the Department Head, in the Department Head's absolute discretion. Employees working a four-day schedule may choose to utilize their mid-afternoon fifteen (15) minute break period to extend lunch to forty-five (45) minutes, subject to the prior approval of the Department Head, in the Department Head's absolute discretion.

3. Vacation Time – Article XIII

- a. Subsection A – Employees covered by this Agreement, who are now working a four (4) day work-week, will be entitled to their accrued vacation time as of August 31, 2009, calculated under the prior Agreement and based on a five (5) day, seven (7) hour, a day workweek. Effective September 1, 2009, employees covered by this Agreement who are working four (4) day work weeks shall have their vacation time converted as follows for the period of September 1, 2009 through December 31, 2009:

Employees in their first year

3.2 days for September 1, 2009 through December 31, 2009

1 to 5 years service

3.5 days of vacation time for September 1, 2009 through December 31, 2009

6 to 10 years service	4.0 days of vacation time September 1, 2009 through December 31, 2009
11 to 15 years service	4.5 days of vacation time September 1, 2009 through December 31, 2009
16 to 19 years service	5.1 days of vacation time September 1, 2009 through December 31, 2009
20 years of service	5.6 days of vacation time September 1, 2009 through December 31, 2009
21 years of service	5.9 days of vacation time September 1, 2009 through December 31, 2009
22 years of service and over	6.1 days of vacation time September 1, 2009 through December 31, 2009

- b. Employees covered by this Agreement, who are now working a four (4) day work-week, will be entitled to their accrued vacation time as of August 31, 2009 calculated under the prior Agreement and based on a five (5) day, seven (7) hour a day, workweek. Effective January 1, 2010 Employees covered by this Agreement working a four (4) day workweek shall have their vacation time converted as follows:

<u>Years of Service</u>	<u>Vacation Time</u>
To the end of the first calendar year	0.8 days per month of vacation time per full working month of service
1 to 5 years service	10.4 days of vacation time
6 to 10 years service	12 days of vacation time
11 to 15 years service	13.6 days of vacation time
16 to 19 years service	15.2 days of vacation time
20 years of service	16.8 days of vacation time
21 years of service	17.6 days of vacation time
22 years of service and over	18.4 days of vacation time

4. Sick Leave – Article XIV

- a. Employees covered by this Agreement, who are now working a four (4) day work-week, will be entitled to their accrued sick time as of August 31, 2009 calculated under the prior Agreement and based on a five (5) day, seven (7) hour a day, workweek. Effective September 1, 2009, employees covered by this Agreement working the four (4) day work week shall have their time off for sick leave converted as identified in subsection (b).

b. **Amended Subsection B** - All full time employees that work at the Municipal Building and who are covered by this Agreement shall be granted sick leave as hereinbefore defined with pay to which eligible as follows:

1. New employees shall only receive seven (7) hours (i.e. 0.8 working days) for the initial month of employment if they begin work on the 1st through 8th day of the calendar month, and three and one-half (3.5) hours (i.e. 0.4 working days) 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 seven (7) hours (i.e. 0.8 working days) for each month of service. Thereafter, at the beginning of each calendar year, in the anticipation of continued employment, employees shall be credited with twelve (12) sick days.
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.

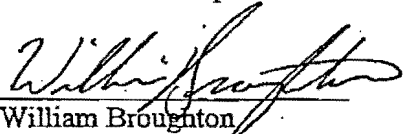
4. SICK LEAVE CAN BE TAKEN IN 3 HOUR INCREMENTS.

5. Overtime – Article XI (H) – Employees shall accumulate no more than 26.25 hours (i.e. 3 days) of compensatory time to be taken as time due, at any time. Any time in excess shall be paid to the employee pursuant to the paragraphs above in this Article.
6. Remaining Terms of the Contract – All other terms of the Parties' current Agreement will remain unchanged.
7. Ratification by Union – This Memorandum of Agreement is subject to ratification by the employee members of the Local 820, and shall not be effective absent ratification. Until such ratification, the terms and conditions of employment of members of this unit shall be governed by the prior Collective Negotiations Agreement as amended by the Parties' Agreement to the six- month four-day work schedule pilot program.
8. Recommendation – Local 820 Executive Board agrees that it will recommend ratification in accordance with the terms specified herein to its members of the Bargaining Unit.

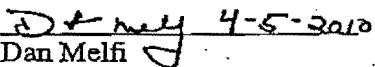
9. Complete Agreement - This Memorandum of Agreement represents the entire understanding of the Parties on this matter. Any proposal or counter-proposal, whether written or oral, not contained herein is deemed waived and withdrawn.
10. Separation and Severability - If any provision of this Agreement is deemed unenforceable as a matter of law, the Parties agree that the remainder of the Agreement shall be deemed binding and enforceable. With respect to any provision deemed unenforceable, the Parties will continue negotiations to bring said provision in compliance with applicable law.
11. Expiration of Agreement - This Memorandum of Agreement is set to expire on ~~February 28, 2010~~ unless extended in writing by the Parties. ~~DECEMBER 31, 2011~~
12. Township Rights - The Township preserves its right to terminate this pilot program at any time and revert to the work schedule contained in the Parties' Collective Negotiations Agreement for the term January 1, 2008 through December 31, 2011.

The Parties have set their hands and seals this _____ day of ~~February~~ ^{APRIL} 2010.

For the Township:


William Broughton
Municipal Manager
Township of Teaneck

For Local 820:


Dan Melfi
President, AFSCME Local 802