

AGREEMENT BETWEEN
TOWNSHIP OF MONTVILLE
AND
MORRIS COUNCIL NO. 6
NEW JERSEY CIVIL SERVICE ASSOCIATION

JANUARY 1, 2005 - DECEMBER 31, 2007

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Ave
07039

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AGREEMENT

Preamble

This Agreement made and entered this _____ day of _____, 2005, by and between the Township of Montville, in the County of Morris, New Jersey, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Township" and Morris Council No. 6, N.J.C.S.A., IFPTE, AFL-CIO, hereinafter referred to as the "Association", is the final and complete understanding between the Township and the Association on all bargainable issues and as such will serve to promote and maintain a harmonious relationship between the Township and those of its employees who are subject to this Agreement in order that more efficient and progressive public service be rendered.

ARTICLE 1: Recognition and Scope

Section 1:

The Township hereby recognizes the Association as the sole and exclusive representative of all full-time and part-time blue collar employees under this Agreement for the purpose of collective negotiations pursuant to the New Jersey Employer-Employee Relations Act (N.J.S.A. 34:13A-1 et seq.) concerning salary, hours and other terms and conditions of employment in the Township of Montville Department of Public Works.

Section 2:

Any position or title established on or after the effective date of this Agreement and during the term of this Agreement shall be discussed with the Association and its unit placement negotiated between these parties. In the event that the parties cannot agree on the unit placement of a position or title, either party may file a Clarification of Unit petition to determine the status of the position or title under this Agreement.

Section 3:

Unless otherwise indicated, the terms "employee" or "employees" when used in this Agreement refer to all persons represented by the Association in the above defined negotiating unit.

ARTICLE 2: Vacation

Section 1:

After the initial month of employment and up to the end of the first calendar year, employees shall receive one (1) working day for each full month of service. Employees hired before January 1, 2005 shall be granted vacation leave, pursuant to the following schedule, based upon length of service:

- a. after completing the 1st year of employment and up to and through the completion of the 7th year of employment: 13 working days;
- b. starting the 8th year of employment, and up to and through the completion of the 8th year of employment: 14 working days;
- c. starting the 9th year of employment, and up to and through the completion of the 10th year of employment: 15 working days;

- d. starting the 11th year of employment, and up to and through the completion of the 11th year of employment: 16 working days;
- e. starting the 12th year of employment, and up to and through the completion of the 12th year of employment: 17 working days;

- f. starting the 13th year of employment, and up to and through the completion of the 13th year of employment: 18 working days;

- g. starting the 14th year of employment, and up to and through the completion of the 14th year of employment: 19 working days;

- h. starting the 15th year of employment, and up to and through the completion of the 17th year of employment: 20 working days;

- i. starting the 18th year of employment, and up to and through the completion of the 20th year of employment: 21 working days;

- j. starting the 21st year of employment, and up to and through the completion of the 25st year of employment: 23 working days; and

- k. starting the 26th year of employment, and thereafter: 25 working days.

Section 1.1

Employees hired on or after January 1, 2005, shall be subject to the following vacation schedule:

After the initial month of employment and up to the end of the first calendar year, new employees shall receive one (1) working day for each full month of service. Employees shall be granted vacation leave, pursuant to the following schedule, based upon length of service. XXX

Section 2:

The vacation period for employees shall begin January 1 of each year and continue in effect until December 31 of each year.

Section 3:

Vacation leave shall be credited to each employee on January 1 of each year in anticipation of continued employment. Termination of employment during the calendar year shall result in the proration of vacation leave based upon the time employed during that year.

Section 4:

In any vacation period, annual vacation or any portion thereof, which is not taken or granted by reason of the pressure of official business which shall be determined by the Township shall be accumulated to the next calendar year. Accumulations after one (1) calendar year shall not be permitted. Extended annual vacation may be granted in accordance with the schedule above, at the convenience of the Township with due consideration being given to the needs of the employee. Absent extenuating circumstances, requests for a carryover of vacation time to the next year shall be submitted to the Township by November 15.

Section 5:

Annual vacation shall be granted only with prior written approval of the Department Head. In scheduling vacations, management will consider seniority in title of employees involved and the work within the work unit. If there is a tie in seniority in title, then the decision will be based solely upon overall seniority.

Section 6:

An employee who during the calendar year returns from a continuous period of absence of more than six (6) months due to a disability, leave of absence or layoff, shall not be eligible for a vacation in that year until the employee has completed six (6) months in the performance of duty after returning from such absence. These six (6) months in performance of duty need not be continuous but a period of absence of eight (8) days or more shall not be credited in computing the required six (6) months.

Section 7:

Upon termination of employment, annual vacation shall be calculated on a pro rated basis consistent with those full months of the calendar year worked. An employee who has pro rata, used more annual vacation than entitled to at the time of termination, shall have an amount equal to their daily rate of pay deducted from their final pay, for each day of any vacation taken in excess of the number to which that person was entitled. An employee who has unused vacation at the time of termination shall have that amount paid to the employee in their final paycheck.

Section 8:

In the event an employee is on vacation and becomes ill and is under a doctor's care or is hospitalized, his/her vacation shall be terminated and he/she shall be placed on sick leave, if same is available, at the employee's option, provided the employee properly notifies the Township.

Section 9:

Unused vacation leave shall be paid to the estate of a deceased employee.

Section 10:

Irrespective of the above, employees are aware of the fact that their jobs include working during ice and snow season (December 15 - March 15). During this period, vacation shall be kept to a minimum and the Township reserves the right to further limit and/or forbid vacation leave during all or part of this period in order to ensure necessary man power for ice and snow removal.

ARTICLE 3: Holidays

Section 1:

Employees shall be granted the following paid holidays.

- | | |
|----------------------------------|----------------------|
| 1. New Year's Day | 8. Columbus Day |
| 2. Martin Luther King's Birthday | 9. Veteran's Day |
| 3. President's Day | 10. Thanksgiving Day |
| 4. Good Friday | 11. Friday following |
| Thanksgiving Day | |
| 5. Memorial Day | 12. Christmas Eve |
| 6. Independence Day | 13. Christmas Day |
| 7. Labor Day | |

The Township Committee, by Resolution on an annual basis, may substitute any of the above holidays because of the date and in order to create a longer weekend.

Section 2:

Whenever any of the holidays enumerated above fall on a Sunday, the following Monday shall be observed as the official holiday. Whenever any of the holidays described above fall on a Saturday, the Friday immediately preceding shall be observed as the official holiday.

Holiday observance may be modified by directive of the Township Committee. Holiday observance as described in this Agreement shall be the same as non-contractual employees.

Section 3:

Each employee shall be compensated for each recognized holiday at his/her regular rate of pay. Employees shall be paid at the rate of double time for each hour worked on the following holidays: New Years Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas Day. If an employee is required to work on Sunday or any other holiday designated under Section 1 of this Article, he/she shall be compensated at the rate of one and one half time for each hour worked.

Section 4:

If an official holiday occurs while an employee is on approved vacation or sick leave, the employee shall not have that holiday charged as sick or vacation time.

Section 5:

The observance of religious holidays other than those listed as official paid holidays will be granted and charged as personal or vacation days.

Section 6:

Each employee shall be eligible for holiday pay, provided that that person is on the job and available for work on their last scheduled work day before the holiday(s) and the first scheduled work day after the holiday(s), even though in different work weeks, except in cases of excused absence.

Section 7:

The 2005 holiday schedule shall include December 31, 2004 and a floating holiday in 2005.

Employees seeking to use a floating holiday in 2005 shall submit a request as soon as possible but no later than two (2) days in advance.

ARTICLE 4: Sick Leave

Section 1:

Sick leave is hereby defined to mean absence from the post of duty because of illness, accident, exposure to contagious disease or attendance upon a member of the employee's immediate family seriously ill requiring the care of such employee.

Immediate family means employee's father, mother, spouse, child, children for whom the employee is legal guardian, grandparents, grandchild, mother-in-law, father-in-law, sister or brother of the employee. It shall also include relatives of the employee residing in the employee's household.

Section 2:

Effective January 1 of each calendar year, each employee shall be credited with 15 days sick leave which shall accumulate from year to year without limit. If separation from employment occurs before the end of said year, and the employee has used more sick leave than appropriate on a pro rata basis, he/she shall have an amount equal to his/her daily rate of pay deducted from his/her final pay, for each day of sick leave taken in excess of the number to which he/she was entitled.

Section 3:

In the event of an absence under this Article, each employee is required, to the extent practicable, to notify his/her supervisor at least one hour before starting

time, on each day of absence, giving the specific reason for the absence.

In the instance of leave of absence due to contagious disease, a certificate from the Department of Health shall be required.

Section 4:

Upon retirement and eligibility for the PERS system, each full time employee shall receive compensation based on the number of accumulated unused sick days, times the daily rate of pay of the average of the highest (3) years' salary, times 75%, subject to the following limitations.

1. Employees with over \$20,000 accumulation as of December 31, 1991 will be capped at their dollar amount as of December 31, 1991.
2. Employees with dollar amounts between \$15,000 - \$20,000 accumulation as of December 31, 1991 will be capped at \$20,000.
3. Remaining employees will be capped at \$15,000.

If an employee dies prior to retirement, the Township shall pay the estate of the deceased, the number of accumulated unused sick days, times the daily rate of pay of the average of the highest three years salary, times seventy-five percent (75%). The Township reserves the right to pay accumulated dollars in a lump sum or over a period of two (2) years. No compensation for any unused sick days shall be paid upon resignation, termination, dismissal, or any reason other than retirement, and the employee must retire under PERS in order to be eligible for compensation.

Section 5:

1. When an employee does not report for duty for a period of greater than five (5) consecutive work days because of illness, he/she shall show proof of his/her inability to work by submitting to the Township, a certificate signed by the physician in attendance, to the effect that said employee was not, on the date(s) of leave in question, able to perform any duty connected with their job. Whenever a physician's note must be obtained, the employee shall submit a written certification from a physician that he/she has been released and is able to return to duty. If requested, the employee shall submit to an examination by a physician appointed by the Township, under any circumstance, to substantiate an illness at the complete expense of such examination to be borne by the Township. If the Township determines a pattern of illness or suspects abusive illness exists, the Township shall have the right to demand a physician certification of illness, notwithstanding the five (5) day limitation.

2. If a period of illness or disability of the employee is for a lengthy period of time, the Township may require interim reports on the condition of the patient at weekly intervals from the attending physician and/or Township physician.

3. No employee shall be allowed to endanger the health and well-being of other employees. The Township may direct the employee to the Township physician for an opinion as to eligibility of the employee(s) to continue at work if the employee(s) does not accept said direction. In light of this, the employee may be directed to take sick leave by the Township.

4. An employee who is absent for a period of five (5) consecutive days and does not notify the Township shall be determined to have abandoned his position and shall be considered terminated.

5. An employee, pursuant to this Article, shall not engage in any employment activity with another employer during sick time. If an employee is found to be engaged in employment with any other employer, he/she may be subject to suspension of sick benefits, where applicable, and disciplinary action.

6. An employee on sick leave receiving their normal compensation and who, in addition qualifies for payment under Workmen's Compensation and/or temporary disability laws shall, during the period they receive such benefits, be entitled only to that portion of their regular pay, when added to either the Workmen's Compensation payments or temporary disability payments, or both, equals their normal pay. No employee while receiving such payments shall receive more than the full salary they would have received at the time of the injury.

7. Abuse of sick leave may be cause of disciplinary actions.

ARTICLE 5: Storm Days and Emergencies

Section 1:

During snow storms or other emergencies, an employee who does not report for work or chooses to leave work, will be charged a personal or vacation day. The decision of whether it will be a personal or vacation day will be at the employee's option.

Section 2:

An employee will be awarded comp time for a declared emergency day where other Township employees are not required to report to work due to the declared emergency. The request for use of comp time must be approved by the Township. All comp days must be used within a six month period of accrual.

ARTICLE 6: Working Hours, Work Week and Overtime

Section 1:

The regular work week for all employees shall be eight (8) hours a day, five (5) days a week, for a total of forty (40) hours per week, which includes a thirty (30) minute unpaid lunch period per day. Except as modified in Section 4, the work week shall be Monday through Friday.

Section 2:

Effective on or about January 18, 2005, the hours of work shall be 7:00 a.m. to 3:30 p.m. This change in unit work hours shall not affect employees' hours under Section 4 (Flex-time) of this Article.

Section 3:

Overtime shall be assigned on a rotating, seniority basis, recognizing that specialities may be considered by the Township in assigning overtime.

Section 4: Flex-Time

1. All employees may, after discussion and agreement with their Department Head and with the prior written approval of the Township Administrator, voluntarily agree to a change in the regular work day schedule. Any employee employed by the Township as of February 25, 1997 will have the right to decline a proposed change in the regular work day schedule they currently work and will not be subject to any disciplinary action or other adverse employment action for declining the proposed change.

2. All employees hired by the Township after February 25, 1997 will be required to work a schedule as determined by the Township Administrator. The schedule may require the employee to work a schedule other than the regular work schedule.

ARTICLE 7: Health Benefits

Section 1:

The Township shall continue in full force and effect the current health benefits or an equivalent.

Section 2:

The Township shall continue to maintain the current vision plan for its employees or an equivalent.

Section 3:

The Township shall continue to maintain the current dental coverage or an equivalent.

Section 4:

Effective January 1, 2001, the Township shall also provide hospitalization and medical insurance coverage for retirees. Coverage and provisions of this benefit shall cease when the retiree becomes eligible for Medicare. This benefit does not include spouses, dependents, dental or vision coverage. Such coverage may be continued at the option and expense of the employee.

To receive this benefit, an employee must apply for regular or disability retirement in the New Jersey Public Employees' Retirement System. For regular retirement, an employee must be at least 55 years of age with twenty-five years of service.

Upon death of the retiree, the retiree's spouse may exercise an option to continue hospitalization and medical insurance until Medicare eligibility, at the spouse's expense. The annual expense shall be the determined COBRA rate.

Section 5

The Township shall provide hospitalization and medical insurance coverage for spouses of retirees. To receive this benefit, an employee must apply for regular or disability retirement in the New Jersey Public Employees' Retirement System.

ARTICLE 8: Personal Leaves

Section 1: Jury Duty

Each employee shall be allowed leave with pay, if required for jury duty. A written request for such leave shall be given by the employee to his/her Department Head at least two (2) weeks in advance, if practicable. When granted said leave, an employee shall receive the difference between the pay received for jury duty and the employee's wages for the leave period. An employee called for jury duty shall be required to return to work when not actively serving on a jury or when released provided he or she is released prior to 12:00 noon.

Section 2: Military Leave

Military leave shall be provided as required by law.

Section 3: Bereavement Leave

Employees shall be granted up to three (3) days of bereavement leave with

pay for death in their immediate family. For the purposes of this section, immediate family shall include father or father-in-law, mother or mother-in-law, spouse, child, sister or brother, grandmother or grandfather, grandchild, and any relatives of the employee residing in the employee's household.

An employee may use sick time of up to two additional days in conjunction with out-of-State bereavement leave. The two additional days shall be subject to the same criteria as the current bereavement leave policy.

Section 4: Maternity Leave

Maternity leave shall be governed by the provisions of the Family Leave Act.

Montville Township policy regarding requested family leave is leave without pay; however, an employee may request medical leave for maternity purposes utilizing accumulated sick time or any other accrued paid time.

Section 5: Other Leaves

Time off, other than sick leave, vacations, holidays, bereavement or military leave, may be honored when warranted by the Township. For a leave without pay, the employee shall submit a written request to his/her supervisor at least 30 days in advance stating the reason for the request, and the time required. This request will be forwarded to the Township Administrator and promptly answered. If the employee's required absence exceeds the normal pay period, the employee shall be required to make suitable arrangements for pension payments, insurance, hospitalization and other matters required during the leave period.

Section 6: Personal Days

All employees shall be granted three personal days at the beginning of each calendar year in anticipation of continued employment. Personal days shall not be cumulative. An employee will earn one-half (1/2) day for each month of work up to a maximum of three (3) days.

ARTICLE 9: Township Rights and Responsibilities

Section 1:

Management rights, as set forth in the Township's personnel manual, are recognized by the parties.

ARTICLE 10: Public Employees Committee

The Township agrees that the Morris Council No. 6 New Jersey Civil Service Association shall have the right to make recommendations and suggestions in connection with the preparation, revision and amendments of the rules and regulations promulgated by the Township from time to time.

ARTICLE 11: Agreement Not to Strike

The Association acknowledges that the common law of New Jersey prohibits strikes and the Association agrees not to strike during the term of this Agreement.

ARTICLE 12: General Provisions

Section 1:

This Agreement constitutes the complete and final understanding and resolution by the parties of all bargainable issues which were or could have been the subject matter of negotiations between the parties. During the life of this Agreement except where otherwise provided herein, neither party shall be required to negotiate with respect to any matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both parties at the time they negotiated an executed this Agreement.

Section 2:

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

Section 3:

All terms of masculine gender shall be construed to include the feminine gender and all terms stated in the singular shall be construed to include the plural unless a different intention is clearly understood from the context in which such term is used.

Section 4: General Information

A. Change of address of an employee must be reported to employee's Department Head immediately.

B. Change of family status: The employee is advised to inform his/her Department Head immediately of any additions, deletions or changes in the family status, for the purpose of keeping employment records up-to-date, and for possible changes in life insurance and retirement beneficiaries, hospital, medical-surgical dependents and for tax purposes. To change dependents for tax purposes, it is necessary to fill out a W-4 Form, Employee's Withholding Exemption Certificate.
Section 5:

The Township personnel manual is hereby incorporated into the Agreement by reference.

ARTICLE 13: Posting of Non-Supervisory Position Vacancies

Section 1:

It is the intention of the Township to fill job vacancies from the ranks of the employees.

Section 2:

Non-supervisory vacancies within the unit will be posted in each department.

Section 3:

If an employee is on an extended injury or sick leave, or leave of absence, the Township may at its option, hire a temporary employee as a replacement to insure normal operations.

Upon assignment, temporary employees shall receive the starting rate of pay to the assigned job classification and with the exception of seniority, retirement entitlements and temporary disability insurance, all employee benefits on a pro rata basis.

A temporary employee shall be considered temporary until the employee replaced has returned to work. Upon notice of the absent employee's intention to terminate his/her employment, the job shall be posted as a vacancy.

Section 4:

The Township shall notify the Association in writing in the event of the hiring or change of employment status of any new or incumbent employee.

ARTICLE 14: Call Outs

The call outs shall be compensated at the minimum rate of a three (3) hour call out if work is less than three hours. Call out time shall not be calculated from portal to portal.

ARTICLE 15: Grievance Procedure

Definitions:

1. The term “grievance” means a claim by an employee or the Association concerning the interpretation, application or alleged violation of this Agreement. Minor discipline shall be subject to the grievance procedure, but not subject to arbitration under step three of this Article.

2. An “aggrieved person” is the person or persons making the claim.

3. A “party in interest” is the person or persons making the claim and any person(s) who might be required to take action or against whom action might be taken in order to resolve the claim.

4. “Employee” is defined as a full-time or part-time employee represented by the Association.

The procedure shall be as follows:

Step 1. An aggrieved person shall notify his/her immediate supervisor in writing of the nature of the grievance within ten (10) work days of the event giving rise to the grievance. If the grievance is against the immediate supervisor, the aggrieved employee may file a grievance directly at Step 2. Within five (5) work days of the receipt of the notice, the immediate supervisor shall meet with the aggrieved person and attempt to adjust or resolve such grievance. The immediate supervisor shall render his decision, in writing, within five (5) days after such meeting.

Step 2. If the grievance is not resolved to the satisfaction of the aggrieved person at Step 1, an aggrieved person shall notify his/her Department Head in writing of the nature of the grievance within ten (10) work days of receipt of the immediate supervisor's decision or the event giving rise to the grievance, if applicable. Within five (5) work days of the receipt of the notice, the Department Head shall meet with the aggrieved person and attempt to adjust or resolve such grievance. The Department Head shall render his decision, in writing, within five (5) days after such meeting.

Step 3. If the grievance is not resolved to the satisfaction of the aggrieved person, he/she may present the grievance to the Township Administrator, in writing, within ten (10) work days after receipt of the decision of the Department Head.

The Association shall also be notified and has an absolute right to have an Association representative at the meeting between the aggrieved person and the Township Administrator. The notice shall set forth the nature of the grievance and the reasons he/she is dissatisfied with the decision of the Department Head. The Township Administrator shall arrange to meet with the aggrieved person and attempt to adjust or resolve such grievance. The Township Administrator shall render his decision in writing, within ten (10) work days after such meeting.

Step 4. If such grievance is not resolved to the satisfaction of the Association, the Association may, within fifteen (15) days after receipt of the Township Administrator's decision, notify the Township Administrator, in writing, that the Association wishes to take the matter to binding arbitration. The arbitrator shall have the authority to rule on grievances which concern the interpretation, application, or alleged violation of this Agreement, Township policies and/or administrative decisions affecting terms and conditions or employment.

a. After giving notice of intent to arbitrate as provided above, the moving party must request the Public Employment Relations Commission to submit a list of arbitrators from which the parties may select an arbitrator. The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from or modify any of the terms of this Agreement, or to establish or change any wage rate. The decision shall be final and binding. Any fees or administrative charges of the arbitrator shall be borne equally by both parties. Witness fees and other expenses shall be borne by the parties respectively.

b. The arbitrator selected shall hold hearings promptly and shall issue his/her decision not later than thirty (30) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Township Administrator and the Association and shall be binding on the parties.

c. All the costs of the arbitration, including the costs for the services of the arbitrator, but not including any attorney's fees, shall be borne equally by the Township and the Association.

Nothing herein shall prevent the parties from meeting informally prior to the filing of a grievance in an effort to amicably resolve such grievance. Any such informal efforts shall not toll the deadlines set forth herein unless agreed to in writing

by both parties.

ARTICLE 16: Salaries

Section 1:

1. Effective January 1, 2005, and retroactive to that date, there shall be a 4.25% across-the-board increase in base salary and step increase to the salaries set forth in the salary guide.

2. Effective January 1, 2006, there shall be a 3.75% across-the-board increase in 2005 base pay and 2005 step increase.

3. Effective January 1, 2007, there shall be a 3.75% across-the-board increase in 2006 base pay and 2006 step increase.

4. Salary guide setting forth the new rates of pay for 2005, 2006, and 2007 shall be attached to the Successor Agreement.

5. The titles of Truck Driver II and Truck Driver I shall be consolidated into the single title of Truck Driver in accordance with the salary guide attached hereto as Exhibit A. The Truck Driver salary guide shall be subject to the above referenced base salary and step increases. The titles of Mechanic II and Mechanic shall be consolidated into the single title of Mechanic in accordance with the salary guide attached hereto as Exhibit B. The Mechanic salary guide shall be subject to the above referenced base salary and step increases.

6. Anyone hired after September 1, 2005 shall receive step increments on anniversary date instead of January 1.

Section 2: Out-of Title Work

The Association acknowledges that from time to time the Township may need to temporarily assign certain employees duties which are commensurate with another title. When that occurs, such employee shall receive the minimum rate of pay for that title for each day in that title or five (5%) percent increase above the current salary, whichever is higher. Payment for out-of-title duties shall be included in the employee's regular pay check.

ARTICLE 17: Application of Benefits

The fact that part-time employees are included under the terms of this Agreement does not (unless otherwise expressly stated in this Agreement) confer upon them the benefits that full-time employees of the Township are receiving or will receive under this Agreement.

Part-time employees shall receive sick leave, personal leave and vacation credits as provided for by Civil Service regulation or Township policy.

Further, the provisions of this Agreement shall not apply to any employee who has left the employ of the Township prior to the date of signing this Agreement by both parties, provided however, Article 16, Salaries, shall apply, if applicable, to any employee retiring prior to date of signing of the Agreement. Article 16, Salaries, shall also apply to any employee who has left the bargaining unit, but is still employed by the Township without a break in service. The estate of a deceased employee who dies prior to date of signing of the Agreement shall receive the employee's salary adjustment retroactively, if applicable to the employee's last date of employment.

ARTICLE 18: Association Membership Dues Deduction

Section 1:

Upon request, the Township agrees to deduct from the salaries of those of its employees who authorize it, membership dues in the Association. Authorization must be in writing and comply with the provisions of N.J.S.A. 52:14-15.9e. Deductions shall be made each pay period, and monies collected together with records of any collections shall be transmitted to the Treasurer of the Association by the first of each month following collection.

Section 2:

If there shall be any change in the rate of membership dues, the Association shall furnish to the Township written notice as to the effective date of such change.

Section 3:

The Association will provide the necessary dues deduction form and will secure the signatures of its members on the forms and deliver the signed forms to the Township Administrator.

Section 4:

The Association shall indemnify, defend, and save the Township harmless against any and all 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 submitted by the Association.

Section 5:

All new employees will be informed of the existence of this Association Agreement at the time of hire by the Township and furnished with a copy thereof by the Association representative at the time the employee authorizes dues deduction.

ARTICLE 19: Association Security

Section 1:

If an employee does not become a member of the Association during any membership year (from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

A. Notification. Prior to the beginning of each membership year, the Association will notify the Township in writing of the amount of the regular membership dues charged by the Association to its own members for that membership year. The representation fee, up to 85%, to be paid by non-members will be determined by the Association in accordance with the law.

B. Legal Maximum. In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues charged by the Association to its own members and the representation fee may be set at up to 85% of that amount as the maximum presently allowed by law.

C. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Township a list of those employees who have not become members of the Association for the then current membership year. The Township will deduct from the salaries of such employees, in accordance with Section 2 below, the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

Section 2:

The Township will deduct the representation fee in equal installments, as

nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

(a) Ten (10) days after receipt of the aforesaid list by the Township; or

(b) Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Township in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

Section 3:

If an employee who is required to pay a representation fee terminates his or her employment with the Township before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Township will deduct the unpaid portion of the fee from the last paycheck to said employee during the membership year in question.

Section 4:

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

Section 5:

The Association will notify the Township in writing of any changes in the list provided for in Section 1 above and/or the amount of the representation fee and such changes will be reflected in any deductions made more than ten (10) days after the Association received said notice.

Section 6:

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Township will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees. The Township further agrees to notify the Association in the event dues for an employee cannot be deducted from the designated salary and the reason therefor.

Section 7:

The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the Township shall immediately cease making said deductions.

Section 8:

The provisions for collection and transmittal of this fee shall be governed by Chapter 233, P.L. 1969 (N.J.S.A. 52:14-15.9e). The Township's compliance with this procedure shall release the Township from any further liabilities and the Township shall not be a party to any litigation resulting from an individual's challenge of this Article of the Agreement.

ARTICLE 20: Association Rights

It is recognized by the parties to this Agreement that the responsibility of handling grievances, administering this contract, and disposing of disputes which may arise, is a duty of the Association. It may be necessary for certain officers and representatives of the Association to attend these matters during the Township's hours of operation. The right to conduct business by these representatives on Township time is recognized as follows:

A. A shop steward shall be permitted to conduct the business of the Association which consists of conferring with employees and management on specific grievances in accordance with the grievance procedures contained herein, during the duty hours of the members without loss of pay provided that the time shall be scheduled to avoid unreasonable interference with Township business or employee assignment.

B. The Township agrees that there shall be no discrimination, interference, restraint of coercion by the Township or any of its agents against any employees because of his/her membership in the Association or because he/she is conducting within the limits prescribed above lawful activities on behalf of the Association.

C. The Association agrees it will not intimidate employees into membership or into conducting business of the Association on Township time. The Association further agrees it will restrict the conduct of Association business by its members on Township time to the times and circumstances set forth above.

ARTICLE 21: Clothing and Dinner Allowance

Section 1: Clothing Allowance

The Township shall provide cotton uniforms as follows: five changes per week for pants and shirts. One change per week for jackets.

A uniform allowance of \$500.00 shall be implemented in lieu of reimbursement. The allowance shall be paid in 2005 upon adoption of the budget. In 2006 and thereafter, the allowance shall be paid in the second pay in January of each year.

Section 2: Dinner Allowance

Effective January 1, 2005, dinner allowances shall be \$8.00 for all emergency work. Reimbursement shall be made after the employee presents a receipt to the Township.

ARTICLE 22: Non-Discrimination

Neither the Township nor the Association will discriminate against any employee because of race, creed, color, national origin, ancestry, age, marital status, political affiliation, gender, sexual orientation, physical or psychological disability, or liability for service in the Armed Forces of the United States.

ARTICLE 23: Personnel Manual

If a matter at issue is not covered by this Collective Bargaining Agreement, but is covered by the Township's personnel manual, the personnel manual shall control.

If a matter at issue is covered by this Agreement, this Agreement shall control over the Township's personnel manual.

ARTICLE 24: Duration

This Agreement shall be in full force and effect as of the first day of January, 2005 and shall remain in full force and effect through the thirty-first day of December, 2007. This Agreement shall continue in effect from year to year after December 31, 2007 subject to modification or termination by either party upon written notice.

IN WITNESS WHEREOF, the parties have hereunto subscribed their hands and seals the day and year first above written.

ATTEST:

TOWNSHIP OF MONTVILLE

By:_____

ATTEST
NEW JERSEY
ASSOCIATION

MORRIS COUNCIL NO. 6,
CIVIL SERVICE

By:_____