

AGREEMENT

Between

TOWNSHIP OF MONTVILLE

And

**MORRIS COUNCIL NO. 6,
NEW JERSEY CIVIL SERVICE ASSOCIATION,
IFPTE, AFL-CIO
(WHITE COLLAR AND PROFESSIONAL UNIT)**

January 1, 2017 through December 31, 2018

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AGREEMENT

PREAMBLE

This Agreement made and entered this _____ day of _____, 2017, 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 white 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. Part time employees shall receive prorated vacation and sick time in accordance with Civil Service law. Employees who work more than twenty (20) hours per week are entitled to holiday benefits. Employees who work thirty (30) hours or more per week are entitled to health benefits.

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:

A. All Employees Employed on or before January 1, 2003 Shall be Subject to the Following Vacation Schedule.

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 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: 19 working days;
- g. starting the 14th year of employment, and up to and through the completion of the 14th year of employment: 20 working days;
- h. starting the 15th year of employment, and up to and through the completion of the 17th year of employment: 21 working days;
- i. starting the 18th year of employment, and up to and through the completion of the 20th year of employment: 22 working days;
- j. starting the 21st year of employment, and up to and through the completion of the 25th year of employment: 24 working days; and
- k. starting the 26th year of employment, and thereafter: 26 working days.

B. All Employees Employed After January 1, 2003 and Before January 1, 2013 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.

- a. After completing the 1st year of employment and up to and through completion of the 5th year of employment: 12 days per year;
- b. After completing the 5th year of employment and up to and through completion of the 12th year of employment: 15 days per year;
- c. After completing the 12th year of employment and up to and through completion of the 20th year of employment: 21 days per year.
- d. Starting the 21st year of employment, and thereafter: 25 days per year.

C. All Employees Employed on or After January 1, 2013 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.

- a. After completing the 1st year of employment and up to and through completion of the 5th year of employment: 12 days per year;
- b. After completing the 5th year of employment and up to and through completion of the 12th year of employment: 15 days per year;
- c. After completing the 12th year of employment and up to and through completion of the 20th year of employment: 18 days per year;
- d. Starting the 21st year of employment, and thereafter: 20 days per year.

Section 2:

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

Section 3:

Vacation leave with pay shall be credited to each employee on January 1 of each year in anticipation of continued employment.

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) year shall not be permitted. 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 to the employee only with prior written approval of the Department Head. Vacation leave may be taken in not less than half-day increments (four (4) hour minimum for dispatchers). 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 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 until the employee has completed six (6) months in the performance of duty after returning from such absence.

Section 7:

Upon termination of employment, annual vacation shall be calculated on a prorated 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 suspended 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 and produces a doctor's note for days that the employee is ill.

Section 9:

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

ARTICLE 3
HOLIDAYS

Section 1:

Full time employees and part time employees working twenty (20) hours or more shall be granted the following thirteen (13) 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 as described in this agreement shall be the same as non-contractual employees. If non-contractual employees are provided a greater holiday benefit by the Township, the Association reserves the right to request mid-contract negotiations solely limited to the issue of the greater holiday benefit.

Section 3:

Each employee shall be compensated for each recognized holiday at his/her regular rate of pay. If an employee is required to work on Sunday or one of the holidays designated under Section 1 of this Article, he/she shall be compensated at the rate described in Article 6, Section 5 of this Agreement.

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 may be granted and charged as personal or vacation days.

Section 6:

To qualify for holiday pay, an employee must be present at work, or on an approved leave, the day before and the day after the holiday.

ARTICLE 4
SICK LEAVE

Section 1:

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 seriously ill member of the employee's immediate family requiring the care of such employee. It is the employee's responsibility to demonstrate serious illness. In the case of attending to the needs of relatives residing in the employee's household, the employee shall be required to submit a doctor's note for absences in excess of five (5) working days.

2. Immediate family means employee's parent, spouse, civil union partner, individual 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:

1. During the first year of employment, full-time employees will receive one (1) working day of sick leave for each full month of paid employment.

2. Effective January 1 of each calendar year thereafter, each employee shall be credited with fifteen (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 rated 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.

3. Permanent/provisional part time employees shall accrue sick days in the same manner as full-time employees but on a pro-rated basis. An employee's average daily work hours from prior year will be used to determine sick leave pay.

4. Sick leave shall be taken in not less than half-day increments (four (4) hour minimum for dispatchers) absent unusual circumstances.

Section 3:

1. Upon retirement into 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%, capped at \$15,000.

2. 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. The estate of employees hired on or after January 1, 2013 shall not be eligible for receipt of accumulated unused sick days upon death of active employee.

Section 4:

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. 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 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 (5) day limitation. In addition, sick leave may not be authorized if immediately before or after any other excused absence without a doctor's note.

2. If a period of illness or disability of the employee is for more than fifteen (15) work days, the Township may require interim reports on the condition of the patient at regular 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. 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 of his/her status shall be determined to have abandoned his/her position and shall be considered resigned not in good standing.

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 his/her normal compensation and who, in addition qualifies for payment under Worker'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 Worker's Compensation payments or temporary disability payments, or both, equal their normal pay. No employee while receiving such payment 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 for disciplinary actions.

ARTICLE 5

STORM DAYS AND EMERGENCIES

An employee will be awarded compensatory time for a declared emergency if required to work when other Township employees are not required to work due to the declared emergency. The request for use of compensation time must be approved by the Township Administrator. All compensation days must be used within a six (6) month period from accrual. Dispatchers who are required to work between 8:30 am – 4:30 pm, Monday through Friday, are to be credited with 8 hours of compensatory time for a declared emergency.

During snowstorms or other weather conditions, an employee who does not report for work or chooses to leave work, will be charged a Personal or a Vacation day provided the Township offices are open. The decision of whether it would be a Personal or a Vacation day would be the employee's option.

All employees shall be notified at least one hour prior to start time in the event the Township closes its buildings.

ARTICLE 6

WORKING HOURS, WORK WEEK AND OVERTIME

Section 1:

1. Except as otherwise provided herein, the regular work week for full time employees shall be seven (7) hours per day, five (5) days per week for a total of thirty-five (35) hours per week, which excludes a sixty (60) minute unpaid lunch period per day and two (2) 15-minute paid breaks. Except as otherwise provided herein the workweek shall be Monday through Friday 8:30 a.m. to 4:30 p.m. Employees are expected to be at their workstations and ready for work at his/her prescribed starting time.

Section 2:

Overtime shall be assigned on a rotating, seniority basis, within the department and title recognizing that knowledge, skills and abilities may be considered by the Township in assigning overtime.

Section 3:

Communications Operators' working hours and overtime shall be in accordance with Article 28.

Section 4: Flex Time

1. Only the Township may determine to create a flex schedule. A flex schedule is defined as a schedule with a thirty-five (35) hour work week consisting of five (5) consecutive days (Monday to Friday and reporting hours other than 8:30 a.m. to 4:30 p.m.). Temporary flex time shall be authorized by and approval given by the Township Administrator. Permanent flex time shall be negotiated.

Any employee hired after April 30, 2013 may be required to work on a flex schedule. All other employees have the right of first refusal to the new flex schedule.

Section 5:

1. Employees who work in excess of forty (40) hours in a paid status shall receive time and one-half (1-½) in pay or at the option of the Township compensation time at the rate of time and one-half for authorized overtime considering the request of the employee. Paid status for purposes of this Agreement shall include any absence from work by an employee, for which the employee receives monetary compensation from the Township as though the employee actually worked. It includes sick, holiday, vacation, bereavement, or leave of absence with pay. Such overtime shall be compensated for at a rate of time and one-half (1-½). Any overtime worked on Sunday or holiday shall be compensated at the rate of double time.

2. Any overtime will be determined on the basis of anytime in excess of fifteen (15) minutes in fifteen (15) minute intervals for overtime compensation.

Section 6: Court Hours

The Township shall have the right to change the work hours of the Deputy Court Administrator to conform to the municipal court schedule for one day per week.

ARTICLE 7
HEALTH BENEFITS

Section 1:

- a. The Township shall continue in full force and effect the current health benefits or an equivalent. Effective January 1, 2012, subject to applicable law and regulations, employees hired on or after January 1, 2006, shall pay seven and one-half percent (7.5%) of the premium cost for health insurance up to a maximum of one and one-half percent (1.5%) of salary, or one hundred dollars, per month, whichever is less for Direct 15 or Aetna. If the employee selects another plan the employee shall pay the additional cost, beyond the above-referenced payments for Direct 15 and Aetna.
- b. If during the term of this Agreement, the Township offers incentives for employees to change Health Benefits Plans, those same incentives will be offered to members of Morris Council No. 6.

- c. Notwithstanding the foregoing, health care contributions shall be consistent with that required by P.L. 2010, Chapter 2 and P.L. 2011, Chapter 78.
- d. In the event another bargaining unit agrees to add another insurance carrier/plan as an option, contract negotiations shall be reopened, limited to this issue.

Section 2:

The Township shall continue to maintain the current vision plan for its employees or an equivalent. Coverage and provisions of this benefit cease when the retiree becomes eligible for Medicare.

Section 3:

The Township shall continue to maintain the current dental coverage for its employees or an equivalent. Subject to approval by other bargaining units in the Township, the annual cap shall be \$1,500.00. The orthodontic maximum shall be \$2,000.00. The deductible shall be \$50.00 per person, maximum two persons (\$100.00). Coverage and provisions of this benefit cease when the retiree becomes eligible for Medicare.

Section 4:

1. Effective January 1, 2001, the Township shall also provide hospitalization and medical insurance coverage for retirees and their respective spouses. Coverage and provisions of this benefit shall cease when the retiree becomes eligible for Medicare.

2. 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 (25) years of service with the Township.

3. 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 agrees to pay to an employee that waives the health benefits coverage, 35% of the savings of the benefit costs to the Township.

ARTICLE 8
PERSONAL LEAVE

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.

Section 2: Military Leave

Military leave shall be provided as required by law.

Section 3: Bereavement Leave

1. All permanent employees shall be granted up to three (3) work days of bereavement leave with pay for death in their immediate family. For Dispatchers, bereavement leave shall be taken in three (3) - 8 hour days, or two (2) - 12 hour days. 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, civil union partner, legal guardian and any relatives of the employee residing in the employee's household. It shall also include "step" and "foster" parents and children.

2. The scheduling of bereavement leave, whether before or after the day of the funeral or memorial service in lieu of funeral will be made in accordance with the needs of the employee.

3. An employee may use sick time of up to two (2) additional days in conjunction with out-of-state bereavement leave. The two (2) additional days shall be subject to the same criteria as the current bereavement leave policy.

4. Bereavement Leave shall be pro-rated for part-time employees based on their average hours of work per calendar year.

Section 4: Family Leave

1. Family leave shall be governed by the provisions of the federal and state family leave acts.

2. 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 accrued paid time.

Section 5: Other Leaves

Time off, other than sick leave, vacations, holiday, 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 requested. This request will be forwarded to the Township Administrator and answered in writing within ten (10) working days. If the employees' 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 full time employees shall be granted three (3) personal days at the beginning of each calendar year in anticipation of continued employment. One (1) personal day may be taken hourly and the other two (2) personal days in not less than half-day increments (four (4) hour minimum for dispatchers), at the employee's discretion, subject to Department Head approval, which approval shall not be unreasonably withheld. Personal days shall not be cumulative. Twenty-four (24) hour notice must be given prior to leave being taken except in case of emergency.

ARTICLE 9
TOWNSHIP RIGHTS AND RESPONSIBILITIES

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 his Agreement.

ARTICLE 12
GENERAL PROVISIONS

Section 1:

Unless expressly stated, all benefits exclusive of salary shall be effective upon execution of this Agreement. 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 and executed this agreement.

Section 2:

If any provision 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**

1. All employees are required to provide the Township with a street address. All changes of address of an employee must be reported to employee's department head immediately.

2. Change of family status: The employee is advised to inform his/her Department Head immediately through the use of a form provided by the Township 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.

ARTICLE 13
POSTING OF SUPERVISORY AND NON-SUPERVISORY POSITION VACANCIES

Section 1:

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

Section 2:

Supervisory and non-supervisory vacancies within the Township will be posted for a minimum of seven (7) working days in each Department and Building and by e-mail to each employee who has e-mail within twenty-four (24) hours by advertising of vacancy of the Township.

Section 3:

The Township shall notify the Association and Shop-Steward in writing, in the event of the hiring or change of employment status of any new or incumbent employee within five (5) working days.

ARTICLE 14
CALL OUTS

The call outs shall be compensated at a minimum rate of a three (3) hour call out if work is less than three (3) hours for Monday through Friday 10:00 p.m. to 6:00 a.m., Saturday 12:01 a.m. to 6:00 a.m. and 4:00 p.m. to 12:00 midnight, Sunday all day and Holidays all day. A two (2) hour minimum call-out if work is less than two (2) hours for Monday through Friday 6:00 a.m. to 10:00 p.m. and Saturday 6:00 a.m. to 4:00 p.m. Call out time shall be calculated from portal to portal and be in conformance with Article 6, Sections 2 and 5 of this Agreement.

ARTICLE 15
GRIEVANCE PROCEDURE

Section 1: **Definitions**

1. The term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

2. No grievance may proceed beyond Step 3 herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step 3 herein.

3. Minor discipline shall be deemed grievable. Only suspensions or fines of more than two (2) days shall be subject to Step 4, Arbitration.

Section 2: Procedures

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. The grievance shall contain the following information: Article of contract alleged to be violated, action alleged to have caused violation, and remedy sought. 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. If the immediate supervisor does not respond to a grievance in the specified time, the grievance shall advance to the next level.

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. If the Department Head does not respond to a grievance in the specified time, the grievance shall advance to the next level.

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 reason he/she is dissatisfied with the decision of the Department Head. Absent unforeseen circumstances, the Township Administrator shall arrange to meet with the aggrieved person within ten (10) work days of receipt 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. Should the Township Administrator not render a decision within the ten (10) work day time period subsequent to the meeting with the grievant, the Association shall notify the Township Administrator in writing of the deadline. The Township Administrator shall have five (5) work days from the notice to render a written decision. Should the Township Administrator fail to act on said notice within the five (5) working days, the grievance shall be considered to have been approved and the requested remedy granted, to the extent allowed by this Agreement.

Step 4. If such grievance is not resolved to the satisfaction of the Association, the Association may, within fifteen (15) work 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, terms and conditions, 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 the 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 cost of the arbitration, including costs for the services of the arbitrator, but not including 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: Wages

1. Effective January 1, 2017, and retroactive to that date, there shall be a 2.75% across the-board salary increase to each step on the Township's salary guide which is attached hereto as Appendix A.

2. Effective January 1, 2018, there shall be a 2.0% across-the-board salary increase to each step on the Township's salary guide which is attached hereto as Appendix A.

3. Employees hired on or after January 1, 2013 shall be subject to 9 steps to top pay.

4. Employee(s) performing the duties of the Right to Know Coordinator shall be compensated annually with \$1,500 in base salary.

5. Employees hired before January 1, 2006 shall receive step increments on January 1. Employees hired on or after January 1, 2006 shall receive step increments on anniversary date.

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. This provision only applies to work assignments by the department head or Township Administrator for work normally performed by staff in a higher classification. 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 current salary, whichever is higher. Work that an employee regularly performs as part of his/her duties as of the execution of this Agreement does not constitute out-of-title work for the purposes of this provision. Payment for out-of-title duties shall be included in the employee's regular paycheck

Section 3: Promotions

An employee promoted to a higher classification will receive the next highest salary within the grade being promoted to.

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 and vacation leave as provided for by Civil Service regulation and this Agreement.

Further, the provisions of this Agreement shall not apply to any employee who has involuntarily 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 who has left the bargaining unit, but is still employed by the Township without 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 the 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% of Association dues, 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 paycheck paid 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 a 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 charges will be reflected in any deductions made no more than ten (10) days after the Township 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 therefore.

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. 52:14-15.9c). 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. The Shop Steward will be allowed up to two (2) days off per calendar year without loss in pay to attend Morris Council No. 6 training.

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/he 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 ALLOWANCE**

Effective January 1, 2017, a clothing allowance of up to \$350.00 per year shall be instituted. The allowance shall be granted to the following titles and offices: Inspectors in the Construction Code department, field employees in the Engineering Office, Sanitarians, Planning Aide, Assistant Zoning Officer, Animal Control Officer and Assistant Animal Control Officer. Employees receiving clothing allowance will wear Montville Township shirts in performance of their duties.

The clothing allowance represents the maximum reimbursement and will be paid upon the employee presenting the Township with receipts and return of the clothing being replaced, subject to Department Head approval. All receipts shall be presented no later than November 1. Payment to be made to the employee within thirty (30) days from receipt of the submitted invoice.

All clothing damaged during work for all employees in the unit shall be replaced on an as needed basis.

ARTICLE 22 **EDUCATIONAL REIMBURSEMENT**

Employees are encouraged to receive job-related training and education by attending college courses, seminars, professional conferences and New Jersey Department of Personnel (now Civil Service Commission) Human Resources Development programs. If approved by the Township Administrator, the fees associated with this training may be paid or reimbursed by the Township. Courses shall include any required courses/seminars/workshops related to certification or re-certification requirements held by employees as required for their position.

Reimbursement shall include tuition, ancillary costs such as registration fees, books and any other charges by the institution providing the education. Mileage to and from the municipal building shall be paid at the established rate provided by Township policy for use of personal vehicle. There shall be a minimum of ten (10) miles of travel accumulated per trip to qualify for reimbursement by the Township.

Meal expenses incurred in the performance of duties outside the Township for required courses, workshops and seminars shall be reimbursed based upon submission of a meal receipt by the employee at the following rates: Breakfast - \$7.00; Lunch - \$9.00; Dinner- \$10.00.

All courses of study and workshops shall be posted by the Township Administrator.

ARTICLE 23 **PERSONNEL FILE**

Section 1:

Personnel files are confidential records and shall be maintained in the office of the Township Administrator, and may be used for evaluation purposes by the Township.

Section 2:

Upon advance notice and at reasonable time, any bargaining unit member may at any time review his/her personnel file. However, this appointment for review must be made through the Township Administrator or his/her designated representative.

Section 3:

Whenever a written complaint concerning an employee or his/her actions is to be placed in his/her personnel file, a copy shall be made available to him/her, and he/she shall be given the opportunity to rebut it if he/she so desires, and he/she shall be permitted to place said rebuttal in his/her file.

Section 4:

All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any files shall be removed therefrom. Removal of any material from a personnel file by any member of the bargaining unit shall subject that member to appropriate disciplinary action.

ARTICLE 24 **SENIORITY**

Section 1:

Seniority is defined to mean the accumulated length of continuous service with the Township, computed from the last date of hire. Service time will include time during an authorized paid leave of absence. Newly hired employees shall be considered probationary and shall have no seniority rights until they have completed their probationary period of employment.

New permanent employees will be regarded as probationary for the first ninety (90) days of employment during which the Township can discipline or discharge the employee for just cause. After successful completion of the probationary period, the employee will be placed on the seniority list retroactive to the first day of employment.

Section 2:

An employee shall lose all seniority rights for any one or more of the following reasons:

1. Voluntary resignations; or
2. Discharge for just cause; or
3. Failure to return to work within five (5) working days after being recalled by registered or certified mail, return receipt requested, unless due to actual illness or accident. The Township may require substantiating proof of illness or accident in such manner and on such forms as the Township deems appropriate.

Section 3:

Seniority shall be considered in making promotions, vacation, and layoffs.

ARTICLE 25
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.

There shall be no discrimination, interference, restraint, or coercion by the Township or any of its representatives against any of the employees covered under this Agreement because of his or her membership or non-membership in the Association or because of any lawful activities by such employee on behalf of the Association. The Association, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Association.

ARTICLE 26
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 27
NEGOTIATIONS

All meetings between the Township and members of the Association for the purpose of negotiations shall be scheduled based upon the availability of the parties and when the parties mutually determine that a meeting shall be scheduled during the work day, the employees involved shall be excused from their duties and shall suffer no loss of pay.

The parties agree that during the period of negotiations and prior to reaching an agreement, the proceedings of the negotiations shall remain confidential.

Negotiations for a Successor Collective Bargaining Agreement shall commence by September 1 of the year in which the Agreement expires.

ARTICLE 28 **DISPATCHERS**

Section 1: Work Week/Schedule

1. Effective April 1, 2003, work week for dispatchers shall consist of twelve (12) hour shifts, 6:00 a.m. to 6:00 p.m. and 6:00 p.m. to 6:00 a.m., four (4) days on and four (4) days off in a 3-cycle rotation. Effective January 1, 2006, there shall be an additional shift for dispatchers which shall run from 12:00 p.m. to 12:00 a.m. The Township may ask a dispatcher to modify his/her schedule on a given day to compensate for the absence of another dispatcher. Such modification of a shift on a given day may not be required by the Township. Lunch shall be forty-five (45) minutes per twelve (12) hour shift and two (2) fifteen (15) minute breaks per shift. Work days shall be based on a twelve hour day. All leaves shall be converted to hours and based on twelve (12) hour days.

2. Dispatchers can “swap” shifts utilizing the Personal Action Form with approval from the Chief of Police.

3. At the discretion of the Chief of Police, a dispatcher working the 4/4-12 hour schedule, who is or shall be absent from duty for four (4) or more consecutive work days for reasons of serious illness, serious injury or military leave, may be temporarily placed on a 5/2-8 hour work schedule for the duration of said absence.

4. At the discretion of the Chief of Police, a dispatcher working the 4/4-12 hour schedule may temporarily be placed on a 5/2-8 hour schedule for training purposes when said training exceeds a four (4) day period.

Section 2: Overtime

1. Employees shall be paid at the rate of one and one-half (1½) times their hourly rate of pay for all hours of work in excess of their regularly assigned work day (12 hours) or in excess of their regularly assigned work week. An employee who is required to work on a day or days in which the employee is scheduled off, the employee shall be paid at the rate of one and one-half (1½) times the employee’s hourly rate of pay for all hours worked on said day.

2. An employee may not receive overtime compensation for working a shift from which the employee has taken a sick day. An employee cannot work overtime resulting from the same employee’s request for time off.

3. Compensation for all overtime shall be authorized by the Chief of Police or his

designated representative.

Section 3: Differential

Full time Public Safety Telecommunicators on assigned twelve (12) hour rotational duty shall receive shift differential of 1% of the base hourly rate and paid for all shifts.

Section 4: Uniform Maintenance Allowance

1. Effective January 1, 2003 dispatchers will be granted a total of \$150.00 per year for uniform maintenance allowance without the need for invoices or receipts. Payment to the employee shall be made no later than December 1.
2. The Township shall continue to provide uniforms and any necessary replacements.

Section 5: Court Attendance

Employees that are off duty and are required to appear in any Court proceeding shall be paid at a rate of one and one-half (1½) times their hourly rate with a minimum of three (3) hours being paid. The three (3) hour minimum shall not apply if the employee is being held over from the employee's scheduled shift.

Section 6: Holidays

In lieu of holidays, employees shall receive payment for thirteen (13) days at their regular rate, pro-rated. This payment shall be made during the last week of November. Compensation for holidays made in this manner shall be included for purposes of pension payments and calculations to the PERS system. Holiday pay shall not, however, be used in the computation of overtime, court time or any other fringe benefit agreed to in this Agreement.

Section 7: Training

Dispatcher training shall be in compliance with all applicable law and regulations. Training cost to be borne by the Township and conducted during employee's regularly scheduled hours.

**ARTICLE 29
DURATION**

This Agreement shall be in full force and effect as of the first day of January, 2017 and shall remain in effect through the thirty-first day of December, 2018. This Agreement shall continue in effect from year to year after December 31, 2018 subject to modification or termination by either party upon written notice.

ARTICLE 30
BULLETIN BOARD

One (1) bulletin board shall be made available in each building for the purpose of posting union announcements and other information of a non-controversial nature. The Township Administrator may after consultation with the union representative, have removed from the bulletin boards any material which does not conform with the intent and provision of this Article.

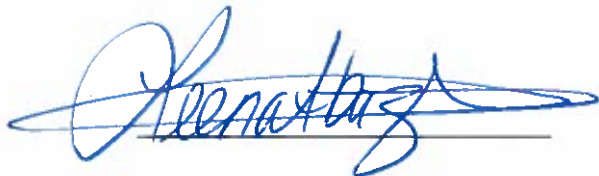
ARTICLE 31
SHARED SERVICES

Employer shall provide 90 days' notice to the Association if the Employer enters into a bona fide shared services agreement, where bargaining unit members' work would be performed by another municipality. In such instances, employees involuntarily separated due to the shared services agreement shall receive pay for all accrued but unused days off (e.g. vacation, sick, personal, etc.) notwithstanding anything to the contrary in the Agreement. A full month shall be credited once the 1st day of a month has begun. Employees separated by a shared services agreement shall be given a single, 60-day extension of healthcare benefits from when their healthcare would have otherwise ended, prior to the option of COBRA coverage.

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

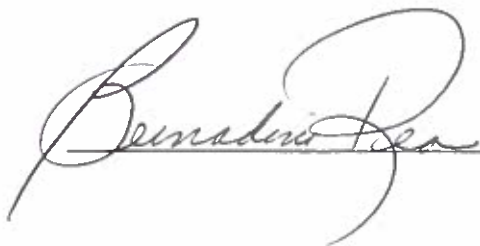
ATTEST:

TOWNSHIP OF MONTVILLE



By: James Sauschank Jr Dated 9/6/17
Mayor, Montville Township
MORRIS COUNCIL NO. 6, NIOSA,
IFPTE, AFL-CIO

ATTEST:



By: Elizabeth Sutula Dated 8/4/17
ELIZABETH SUTULA, President

APPENDIX A – 2017-2018

Section 3.

Morris Council No. 6 - White Collar

The salaries and wages for the following positions within the Township of Montville for those hired before January 1, 2013, for the year of 2016 shall be:

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Account Clerk	40,229	42,472	44,718	46,959	49,203	51,447	53,691
Administrative Clerk	46,568	49,607	52,603	55,296	57,229	59,539	62,072
Administrative Clerk W&S	46,568	49,607	52,648	55,688	58,728	61,768	64,808
Animal Control Officer	48,897	51,140	53,384	55,629	57,875	60,114	61,760
Asst Animal Control Off.	15.25	16.04	16.82	18.41	19.31	20.30	21.04
Assistant Tax Assessor	65,451	67,773	70,015	72,260	74,503	76,748	79,820
Assistant Zoning Off.	62,409	64,635	66,896	69,143	71,386	73,630	75,874
Building Inspector	75,859	78,101	80,347	82,590	84,835	87,079	89,322
Keyboarding Clerk 1 & Clerk 1	34,651	36,896	39,141	41,385	43,627	45,873	48,117
Keyboarding Clerk 2	42,238	44,483	46,725	48,971	51,216	53,666	55,704
Keyboarding Clerk 3	44,352	46,708	49,060	51,420	53,775	56,349	58,489
Computer Service Tech.	65,451	67,773	70,015	72,260	74,503	76,748	79,820
Dep. Muni. Court Admin.	42,238	44,483	46,725	48,971	51,216	53,666	55,704
Elec. Sub Code Official	36.09	37.99	39.98	42.08	44.30	46.62	49.08
Engineering Aide	46,792	48,939	52,407	53,235	55,382	57,525	59,100
Fire Protection Insp.	30.27	30.98	33.09	39.87	42.30	43.87	46.15
Fire Protection Sub Code	30.27	30.98	33.09	39.87	42.30	43.87	46.15
Motor Veh. Oper/Eld & Hp	15.25	16.04	16.82	18.41	19.31	20.30	21.04
Park Ranger	42,440	45,119	46,949	49,205	51,459	53,923	55,971
Planning Aide	62,409	64,635	66,896	69,141	71,386	73,628	75,875
Plumb. Sub Code Official	36.09	37.99	39.98	42.08	44.30	46.62	49.08
Public Safety Telecomm.	46,568	49,607	52,648	55,688	58,728	61,768	64,808
Public Works Inspector	56,606	59,923	63,239	66,555	69,871	73,187	76,500
Receptionist	34,651	36,896	39,141	41,385	43,627	45,873	48,117
Records Support Technician 2	40,229	42,472	44,718	46,959	49,203	51,447	53,691
Records Support Technician 3	42,238	44,483	46,725	48,971	51,216	53,666	55,704
Recreation Supervisor	59,435	61,679	63,925	66,169	68,413	70,656	72,904
R.E.H.S. -1	62,611	65,138	67,417	69,778	72,219		
R.E.H.S.-2/Right to Know Coordin	51,554	54,525	57,495	60,468	63,438		
Senior Account Clerk	42,472	45,071	47,672	50,270	52,871	55,471	58,075
Senior Citizen Program Aid, Part	15.25	16.04	16.82	18.41	19.31	20.30	21.04
Youth Oppr. Coord.	59,435	61,679	63,925	66,169	68,413	70,656	72,904
Youth Services Worker	15.25	16.04	16.82	18.41	19.31	20.30	21.04