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AGREEMENT

BETWEEN

THE TOWNSHIP OF MONTGOMERY  
SOMERSET COUNTY, NEW JERSEY

AND

AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES  
COUNCIL 73, LOCAL 3383

EFFECTIVE JANUARY 1, 2016 - DECEMBER 31, 2018

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ARTICLE I

RECOGNITION

A. The Township of Montgomery, hereinafter referred to as the "Township", recognizes the American Federation of State, County and Municipal Employees, Council 73, Local No. 3383, hereinafter referred to as the "Association", as the sole collective bargaining agent for all employees covered by this Agreement as specified below and agrees to negotiate only with the Association with respect to wages, hours of work and other terms and conditions of employment.

B. The Association consists of professional and non-professional full-time and regular employed part-time non-supervisory employees employed by Montgomery Township including clerical, administrative, recreation, health, code enforcement, engineering, public works employees and the Executive Secretary.

C. Excluded from the Association and this Agreement are managerial executives, confidential employees, and supervisory employees within the meaning of Public Employer-Employee Relations Act and employees represented by other bargaining units.

D. The Township will notify the Association in writing of any new job classification applicable to the unit. Any dispute over inclusion will be resolved by the Public Employees Relations Commission. Association members shall have the opportunity to apply for such positions.

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ARTICLE II

REPRESENTATION LISTS

A. The Association agrees to furnish the Township with written lists of officials and representatives (shop stewards). The Association has the sole right and discretion to designate stewards and to specify their responsibilities and authority regarding the conduct of Association business within the terms and conditions of this Agreement.

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ARTICLE III

INSURANCE AND INDEMNIFICATION

A. The Township shall provide liability insurance coverage to employees covered under this Agreement and shall further indemnify and defend all such employees as provided by law.

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ARTICLE IV

NON-DISCRIMINATION

A. The Township and the Association agree that, by way of example and without limitation, there any shall be no of discrimination against employee because race, creed, national origin, age, disability or political affiliation.

B. The Township and the Association agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

C. No discrimination, as provided by law, shall occur against any employee.

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ARTICLE V

AGENCY SHOP

A. The Association agrees to comply with the provisions of N.J.S.A. 34:13A-5.5, N.J.A.C. 19:17-3 and 19:17-4 with respect to the payment of representation fees in lieu of dues by non-member employees.

B. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.

C. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

D. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues, fees and assessments and available to or benefiting members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

E. Any public employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the majority representative, under proceedings established and maintained in accordance with section 3 of this act, a return of any part of that fee paid by him which represents the employee's additional pro rata share of expenditures by the majority representative that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative. The pro rata share subject to refund shall not reflect, however, the costs of support of lobbying activities designed to foster policy goals in collective negotiations and contract administration or to secure for the employees represented advantages in wages, hours, and other conditions of employment in addition to those secured through collective negotiations with the public employer.



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ARTICLE VI

MANAGEMENT RIGHTS

A. Except as otherwise expressly provided by this Agreement, the Township hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of New Jersey and of the United States. The Township, subject to Law and without limiting the generality of the foregoing, maintains the following:

1. The executive, management and administrative control of the Township Government, and of Township properties and facilities, and of the activities of its employees, utilizing personnel methods and means in the most appropriate and efficient manner possible as may from time to time be determined by the Township.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required, provided it does not violate employee rights under the law.

3. The right of management to make such responsible rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Township after advance notice thereof to the employees.

4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Township.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause according to the Law and this Agreement.

6. To lay off employees.

7. The Township reserves the right to amend the Montgomery Township Personnel Policies adopted November 6, 2008 and updated on December 5, 2013; however, those policies shall not supersede the terms of this Agreement with regard to members of the Association nor violate the Law.

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8. Nothing in this "Management Rights" language shall preclude the employee's rights to due process under the Constitution of the United States.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, Codes of Conduct and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, the Township shall be limited only by the extent necessary to comply with the Constitution and laws of New Jersey and of the United States, and by this Agreement.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A:1-1 et seq. or any other national, state, county or local law or regulations, nor shall the Township deny the Association or any employee their rights under the Law.

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ARTICLE VII

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information - The Township agrees to furnish to the Association, in response to the- reasonable requests from time to time, information which is available to the public concerning programs and financial resources of the Township, including but not limited to: annual financial reports and audits, seniority lists, individual and group health insurance premiums and experience figures, names and addresses of all employees in the bargaining unit and other information directly related to grievances or complaints being processed by the Association.

B. Meetings with Township - When representatives of the Association participate in meetings and processing of grievances during working hours which are mutually scheduled with the Township, they shall suffer no loss of pay for time taken away from their jobs in order to participate in such meetings.

C. Use of Township Buildings - The Association and its representatives may use Township buildings for meetings at reasonable hours. Availability of space will be determined and its use scheduled as with other organizations.

D. Mail Facilities and Mail Boxes - The Association shall have the right to use the interoffice mail facilities and mail boxes.

E. Exclusive Rights - To the extent permitted by law, the rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the bargaining unit.

F. 1. Two (2) bargaining unit members shall be granted a paid leave to attend the Association's International Convention, Council 1 Convention, or Council 73 Convention. The paid leave shall be limited to an aggregate of ten (10) working days, a maximum of five (5) working days per bargaining unit member.

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2. In order for the bargaining unit member to be eligible for said leave, he/she must submit a request, in writing to his/her immediate supervisor at least three (3) weeks in advance of the requested leave.

G. Bargain unit members are eligible for paid leave to be used for the purpose of attending Council 73 quarterly meetings, seminars, training sessions or meetings at the Council offices. A total of fifteen (15) working days are available for this purpose. The Union shall determine which employees shall be eligible. Any leave taken under this section must be approved by the department head and Township Administrator or designee, the approval of which shall not be unreasonably denied. Leave may be taken in half-day increments.



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ARTICLE IX

HOLIDAYS

A. 1. The following shall be observed as paid holidays:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Washington's Birthday
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veterans Day
9. Thanksgiving Day
10. Friday after Thanksgiving
11. Christmas Eve
12. Christmas Day

2. Beginning in the year 2006, in lieu of Lincoln's Birthday and Columbus Day, employees shall be entitled to two (2) floating holidays to be taken at the employee's discretion, upon forty-eight (48) hours prior notice. These floating holidays cannot be carried over into the next or any other calendar year. If an employee fails to schedule the use of these floating holidays by October 1 of any calendar year, the Township reserves the right to schedule the floating holidays for the employee, at the Township's discretion and convenience.

3. Holidays that are national holidays shall be celebrated on the day designated by the Federal Government. In all other cases when a paid holiday falls on a Sunday, the following Monday shall be observed as that holiday. When a paid holiday falls on a Saturday, the preceding Friday will be observed as that holiday.

B. Except when an employee is subject to Section 6.3F2 of the Montgomery Township Personnel Policies adopted April 16, 1998, an employee who is required to work on a holiday shall be compensated by receiving one and one-half (1 1/2) times the employee's regular rate of pay for all hours actually worked in addition to receiving his/her regular pay for the holiday.

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C. In the event a paid holiday is observed while an employee is on vacation, the holiday will not be charged as a vacation day. Similarly, if a paid holiday occurs while an employee is on sick leave, the holiday will not be charged against his/her leave.

D. Permanent full-time and part-time employees working at least nineteen (19) hours a week are eligible for paid holidays. For part-time employees to receive holiday pay their regularly scheduled work day must fall on the holiday in question. Such employees will be paid for regularly scheduled hours for the holiday. For example, an employee regularly scheduled to work on Tuesdays shall receive Tuesday off with pay if Christmas falls on that Tuesday. If Christmas falls on a Monday, said employee scheduled regularly on Tuesday is not entitled to holiday pay.

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ARTICLE X

HOURS OF WORK

A. Schedule

1. The regular hours of work for Township employees will be forty (40) hours per week, and the regular workweek will be Monday through Friday, unless otherwise specified at the time of employment by the Township Administrator.

2. The normal work schedule for employees is as follows:

Department of Public Works	7:00 am-3:30 pm Monday-Friday
Police Department: Other	7:30 am-4:00 pm Monday-Friday
Departments:	8:00 am-4:30 pm Monday-Friday

3. It is recognized by the parties that optimum work schedules for providing services to the public may vary with seasonal facility use and weather conditions. Department Heads with the approval of the Township Administrator may adjust work schedules of individuals accordingly, provided the employee(s) is (are) given adequate notice of such adjustments.

4. Employees must be present and ready for work at the designed started time for their operation. Employees must not leave work until their designated quitting time.

5. The Roads Department may work summer hours of 6:00 a.m. to 2:30 p.m., as determined by the Superintendent of Public Works or designee.

B. Lunch Break

An uninterrupted one-half hour per day for lunch shall be allowed each employee. The lunch schedule shall be set by the Department Head to assure maximum possible coverage of department business. Should an employee's lunch period be interrupted by work activities, the lunch period shall be extended by sufficient time to ensure that employee has the benefit of a full thirty minutes of time for lunch. To minimize the probability of interruptions, employees should not each lunch at their desk or work station.



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1. Members of the Public Works Department may purchase lunch at nearby restaurants and/or heat up their lunch at the closest municipal facility to the work site. Members of the Public Works Department are expected to either return to the work site to eat lunch or go to the municipal property closest to the work site to eat lunch, including parks or municipal buildings. The lunch period, including the purchase and/or heat up of lunch, shall not exceed 45 minutes for these unit members. An exception to the lunchtime procedure is when leaving the work site would create a safety hazard endangering the safety, health and/or welfare of the public, i.e., unfinished paving projects. In those circumstances, the Township has the right to require bargaining unit members in the road and sewer departments to take their contractual one half hour lunch break at the work site.

C. Overtime

1. Overtime shall be authorized and compensated in accordance with Montgomery Township Personnel Policies adopted November 6, 2008 and updated on December 5, 2013 which are in effect at the time of execution of this Agreement.

2. The Township will engage in best efforts to equalize the opportunity to work overtime. The equalization opportunity will be achieved by means of the current practice known as the "wheel." Pursuant to the "wheel" employees are placed on a list by seniority. Overtime opportunities, as they occur, will be offered to the employee at the top of the list. If the employee at the top of the list chooses not to accept the overtime, that employee will move to the bottom of the list and the next employee on the list will be offered the same opportunity for overtime. The process will continue and names will continually rotate in order to make the best efforts to equalize the opportunity for overtime. The superintendent of public works will post the overtime list/the wheel on a weekly basis in a place where it is visible to employees.

3. Effective upon the signing of this Agreement, all members of the bargaining unit shall be entitled to overtime in accordance with this Agreement.

4. Employees shall be paid at twice their base salary rate of pay for hours worked in the following circumstances.

a. Hours worked on Sundays; provided however, that if the employee fails to work all of his/her regularly scheduled hours for the week in which the Sunday falls, he/she shall not

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receive the double rate. If all regularly scheduled hours are not worked, the employee shall receive the usual overtime rate for any work in excess of forty (40) hours.

b. Non-emergency, regularly scheduled hours worked on Saturdays, and/or paid holidays on a continuing and repetitive basis in accordance with a predetermined schedule established by the Department Head with the approval of the Township Administrator; provided, that if the employee fails to work all of his/her regularly scheduled hours for the workweek in which the Saturday and/or holiday falls, he/she shall not receive the double rate. If all regularly scheduled hours are not worked, the employee shall receive the usual overtime rate for any work in excess of forty (40) hours.

D. Call-Back Time

1. When an employee is called to work outside his/her normal working hours he/she shall receive a minimum of 4 hours of pay at his/her overtime rate, or the overtime actually worked, whichever is greater. An employee who is called into work prior to his/her regularly scheduled reporting time shall be paid at the overtime rate for time actually worked prior to that regular reporting time, provided the employee works his/her regular hours, so long as the call-in is not contiguous with the employee's normal working hours.

2. In circumstances where additional calls come in within the original 4-hour call-in time, and the employee has already returned home from the initial call-in, the employee will respond to the second call-in under the original 4-hour call-in, not receiving a second 4-hour call-in pay.

3. All time worked shall be calculated from the time of arrival at the employees' place of work until the time of departure from the employees' place of work.

4. Any employee called to work (or requested by management to report to work) with twenty-four (24) hours or less than twenty-four (24) hours' notice shall receive a minimum of four (4) hours pay at his/her overtime rate or the overtime actually worked, whichever is greater.

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ARTICLE XI

SNOW REMOVAL, SANDING AND EMERGENCY OPERATIONS

A. An employee shall not be required to work for more than six (6) consecutive hours without receiving a paid one-half hour rest period after the sixth hour. Such a rest period will be used for the purpose of eating, resting and changing clothes and shall be taken at the employee's place of work. An employee who works six (6) consecutive hours shall be granted an additional paid one-half hour rest period after each additional four (4) hours.

B. During the rest periods occurring after six (6) consecutive hours of work in snow removal and sanding operations, meals will be provided for the employee.

C. In an emergency, each and every employee shall be subject to call for emergency duty. An emergency is defined as any situation affecting the health, safety and general welfare of the public as determined by the Mayor and/or Township Administrator.

D. Snow removal and sanding operations are considered to be emergencies. Such determination shall not be subject to the grievance procedure.

E. The call-back provisions of Article X "Hours of Work", Section D, paragraph 1, shall apply to snow removal, sanding and emergency operations.

F. When the Municipal Building is declared closed by the Township Administrator or a designated Township official, employees whose services are non-essential shall not be penalized for their inability to travel to work, nor shall they be required to use a personal day or vacation day. Additionally, if the municipality in which the employee resides declares an emergency such that it is illegal for an employee to drive on the roads then the employee shall also not be penalized for their inability to travel to work, nor shall they be required to use a personal day or vacation day. However, if neither of the above conditions apply, the Township Administrator shall have full authority in determining whether an employee must appear for work.

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ARTICLE XII

SICK LEAVE

A. The Township's obligation if any, to hold an employee's position while out due to illness or injury is governed by the Family & Medical Leave Act of 1993 and is not enlarged by this policy. Accordingly, the payment of sick leave benefits does not bar the Township from filling the employee's position.

B. As used in this Article, "sick leave" means paid leave used for a purpose authorized by subsection E. Full-time and part-time employees in permanent positions are eligible for sick leave. Temporary and seasonal employees are not eligible for sick leave.

C. During the calendar year in which an eligible employee is hired, one sick day will be credited at the end of each month of completed service. An employee who begins working on or before the fifteenth day of the month shall receive a sick day credit for that month. In the year following the calendar year in which the employee was hired, and in each year thereafter, twelve (12) sick days will be credited to the eligible employee's account on January 1, in anticipation of the employee working the full year. Should the employee leave the employ of the Township prior to the end of the year, one day's pay shall be deducted from the employee's final paycheck for each month by which the number of months remaining in the year exceeds the number of unused sick days credited to the employee's account.

1. For full-time employees (i.e. those scheduled to work thirty-five (35) hours or more per week on a permanent basis), a sick day equals one workday.

2. For part-time employees (i.e. those scheduled to work at least twenty (20) hours but less than thirty-five (35) hours per week on a permanent basis), a "sick day" is equal to the regularly scheduled hours of work for that day. For example, a part-time permanent employee (one who works 20 or more hours per week) who is ill on a day when they are scheduled to work four hours will be paid for four hours, another employee scheduled to work five hours who is ill will be paid for five hours.

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3. An employee who is on a reduced leave, unpaid, shall receive credit for a sick day in a month in which the employee performs at least twenty (20) hours of paid time per week for at least four (4) weeks of a particular calendar month.

4. Sick leave shall not be accrued during an unpaid leave.

5. An employee on leave as the result of an on-the-job injury, which is compensable under Workers Compensation Law, shall not be charged for sick leave during the compensable time.

D. No employee shall be permitted to use sick leave prior to the completion of six (6) months of service.

E. Paid sick leave may be used in the following circumstances:

1. The employee is absent because of a personal sickness or non-job related injury by reason of which the employee is unable to perform the usual duties of his/her position.

2. The employee is exposed to contagious disease by reason of which the employee is placed under quarantine by a duly constituted health authority.

3. During a Family Leave to the extent permitted by the Township's Family Leave Policy, consistent with Federal and State regulations.

4. Sick leave may be used for scheduled doctor's appointments provided that the employee has notified and scheduled the time off in advance and provided that the employee is unable to schedule the doctor's appointment during off-duty time.

5. An employee may utilize up to five sick days per year to care for any members of the employee's household.

F. Paid sick leave cannot be used for other purposes. Accordingly, it cannot be used as a substitute for, or as an extension of, paid vacation or personal leave. If an employee utilizes a sick day immediately preceding or following a paid vacation, personal leave or holiday, the employee must substantiate the need for the sick day with a doctor's note.

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G. Paid sick leave may be used in half (1/2) day increments.

H. An employee who is absent on sick leave for more than three (3) consecutive working days, may be required to provide a statement from the employee's attending physician indicating that he/she has received treatment and is fit to return to work.

I. 1. Where an employee's pattern of sick time use may indicate an abuse of this benefit, the Township reserves the right to require a doctor's note for absences of any duration. Inability to provide a doctor's note when requested may result in disciplinary action.

2. Examples of patterns suggesting abuse include, but are not limited to, the following:

a. Repetitive use of one sick day each month.

b. Repetitive use of sick days on particular days - for example, Mondays and Fridays.

c. Repetitive use of sick days during weeks when overtime is earned, or is expected to be earned.

J. Unused sick leave shall be carried forward from year to year.

K. Employees are not paid for unused sick leave when they separate from Township service.

L. If an employee returning to Work after medical leave has been cleared by the employee's doctor, but is precluded from returning to work because the Township's doctor has not yet cleared the employee, the employee will be credited with the work time between when the employee is cleared by the employee's doctor and when the employee is cleared by the Township's doctor.

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ARTICLE XIII

VACATIONS

A. Employees who are scheduled to work thirty-five (35) hours or more per week on a permanent basis are eligible for paid vacation days. Eligible employees in the unit shall receive vacations with pay on the following basis:

1. In the calendar year in which the employee is hired - one (1) day vacation for each month of completed service prior to July 1, up to a maximum of five (5) days.

2. In the calendar year following the year in which the employee is hired - 1 day vacation for each month of completed service prior to July 1, up to a maximum of 10 vacation days.

3. Thereafter up through 5 years of consecutive service - 10 days.

4. Six through ten years of consecutive service - 15 days vacation beginning in the year in which the sixth anniversary of employment occurs.

5. Eleven through fifteen years of consecutive service - 17 days vacation beginning in the year in which the eleventh anniversary of employment occurs.

6. Sixteen or more years of consecutive service - 21 days of vacation beginning in the year in which the sixteenth anniversary of employment occurs.

B. Part-time, seasonal, and temporary employees shall not be eligible for paid vacations.

C. No employee shall be permitted to use vacation leave prior to the completion of six (6) months of regular service.

D. Vacation time shall be approved by Department Heads only after they have determined from the Administration Office that days are available and will not interfere with department operations, and may only be taken in units of no less than one-half (1/2) day increments.

1. The Township agrees to allow three (3) employees from each of the three (3) departments of Public works to take vacation or personal time on any given day.

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E. Vacation time in excess of two (2) consecutive weeks must be approved by the Township Administrator.

F. Not more than ten (10) unused vacation days may be carried over to the next calendar year. If the carried-over days are not used in that next year, they are lost. The intent of this provision is to allow employees to plan for an extended, "once in a lifetime" vacation that would otherwise be unavailable to employees with limited vacation time.

G. At the time of separation from service, employees in good standing shall be entitled to be paid for unused vacation days pursuant to Section F. above. Employees shall not otherwise be paid for unused vacation days.

H. Although temporary, part-time and seasonal employees are not eligible for paid vacation days, they may take unpaid vacation with the approval of the Department Head.

I. Employees hired on or before July 1, 1998, who receive a vacation allowance greater than that shown in the schedule above, and who continue to be employed in a job classification receiving such allowance, shall continue to receive an allowance in accordance with the schedule in place at the time they were employed.

J. An employee who begins work for the Township on or before the fifteenth day of the month, shall begin to accrue service credit in that month.



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ARTICLE XIV

PERSONAL LEAVE

A. All bargaining unit members shall be granted two (2) paid personal leave days each calendar year for the transaction of personal business. Employees hired after September 1 shall be granted no personal leave in the calendar year in which they are hired. Personal days may be taken in full day or half day increments.

B. Absent exigent circumstances, an employee cannot use personal leave until forty-eight (48) hours after securing the approval of the Department Head.

C. Personal leave not used during a calendar year is lost.

D. Employees are not paid for personal leave when they separate from Township service.

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ARTICLE XV

BEREAVEMENT LEAVE

A. 1. Upon the death of a member of an employee's immediate family, the employee may be excused from work for up to five (5) consecutive working days, to include the day of the funeral, for the purpose of attending to family affairs. Immediate family is defined as mother, father, spouse, domestic partner, child, stepchild, brother, sister, current mother-in-law, current father-in-law or someone who lives in the employee's immediate household.

2. An employee may be excused from work for up to three (3) consecutive working days, including the day of the funeral, for the death of a grandfather, grandmother, niece, nephew, stepmother, stepfather, son-in-law, daughter-in-law, or grandchild.

B. For uncle, aunt, brother-in-law, sister-in-law, or cousin of the first degree, bereavement leave shall be limited to the date of the burial.

C. During a bereavement leave provided pursuant to subsection A or B above, the employee will be paid at his/her straight time rate of pay for time away from work.

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ARTICLE XVI

JURY DUTY

A. All bargaining unit members shall be granted necessary time off without loss of pay when summoned to perform jury duty as prescribed by law.

B. The employee shall not be excused from work from more days than those of such duty performed.

C. The employee shall notify the employer immediately upon receiving notice of jury service and subsequently shall furnish evidence that he/she performed the service for which the leave was requested.

D. In the event the employee is excused from jury service at or before 12:00 noon on any day, he/she shall return to work.

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ARTICLE XVII

MILITARY LEAVE

A. Military leave will be granted in accordance with Federal and State Statutes.

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ARTICLE XVIII

WITNESS TIME

A. A court appearance by a non-exempt employee, in a civil or criminal case, which appearance arose from the performance of his/her official duties on behalf of the Township, shall entitle the employee to pay at his/her overtime rate of pay for hours worked.

1. A court appearance by a bargaining unit member, in a civil or criminal case, which appearance arose from matters unrelated to his/her official duties, shall be treated as unpaid leave, or in the alternative the employee may utilize benefit-time for the court appearance. If the employee takes unpaid leave, the employee must provide a copy of the subpoena to his/her department head or designee.

B. Employees shall not be entitled to compensation when called as a witness in disciplinary proceedings except when called by Montgomery Township, at which time they would be eligible to receive their regular rate of pay.

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ARTICLE XIX

LAYOFF AND RECALL

Whenever there is a lack of work or lack of funds requiring a reduction in the number of employees in a department, the required reductions shall be made on the basis of length of service with the Township in the affected job classification or classifications, provided that the remaining employees within a classification are qualified to perform the work. Such reductions in force shall be termed "layoffs".

In the event positions become available after the layoff, permanent full-time employees will be recalled to work in the reverse order within job classification in which they were laid off by the employer provided the employee has the necessary skills, qualifications, and ability for the available position. Notice of recall will be made by telegram or certified mail, return receipt requested, to the employee's last home address of record. It is the responsibility of the employee on lay-off to inform the Township of changes in his/her address. The Township shall inform the employee of this responsibility at the time of lay-off.

A. Within seventy-two (72) hours of receiving the notice recall, or within five working days of mailing, whichever occurs first, the employee shall notify the Township Administration Office if she/he intends to return to work, and shall actually return to work within fifteen (15) calendar days after receipt of the notice of recall. Failure to respond as herein agreed shall result in loss of seniority and recall rights, and the employee shall be considered to have voluntarily resigned.

B. No new employees shall be hired by the Township while there are employees on the recall list qualified to perform the duties of the vacant position, unless such employees on recall refuse to accept such employment. An employee recalled to a classification with a lower salary range than his/her previous classification may refuse such position and remain eligible for recall.

C. The employee's recall rights shall terminate, however, twelve (12) months from the date of layoff.

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ARTICLE XX

SEPARATION

A. If an employee is unable to perform the essential functions of his/her job, despite efforts of reasonable accommodations, he/she may be separated from the services of the Township. Circumstances in which this applies include, but are not limited to, the loss of a license required for the job and the physical or psychological inability to perform the essential functions.

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ARTICLE XXI

SUBCONTRACTING FOR WORK

A. The employer shall have the right, at its discretion, to apportion work by contract or subcontract as it may see fit in order that the services to be performed by the employer may be carried out for the benefit of the public, which determination shall not be subject to the grievance procedure. When the employer, at its discretion, contracts or subcontracts work, employees covered by this Agreement should not suffer a layoff. Employees so affected will be given every opportunity available to continue employment within their job title or any other position, if available.



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ARTICLE XXII

BULLETIN BOARD

A. The Township agrees to designate one area in each work area of members of the bargaining unit for an Association bulletin board for the use of the Association for official Association business only, and for the posting of job vacancies by the Township. A bulletin Board will be available to employees at each work site including the Municipal Building Lunchroom, Police Department Cafeteria, Recreation Department, Public Works Garage and the Sewer Utility Pike Brook Plant.

B. Only material authorized by the Association President shall be permitted to be posted on said bulletin board.

C. Upon notice to the Association President, the Township may have removed from the bulletin board any material which does not conform with the intent of the above provisions of this Article.

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ARTICLE XXIII

ACCESS TO PERSONNEL FILES

A. The Township shall establish personnel files or confidential records which shall be maintained under the direction of the Township.

B. Employees covered under this Agreement, may by reasonable request, review in the presence of an individual designated by the Township Administrator or his designee any written evaluation reports or written complaints which may be contained in his or her personnel file. The personnel file shall be viewed during normal business hours. Upon request, an employee shall receive, after a reasonable time not to exceed five (5) working days, unless exceptional circumstances exist or the said time period is changed for mutual consent, a copy of any document in his or her personnel file.

C. Whenever a written complaint concerning an employee is placed in an employee's personnel file, a copy shall be furnished to them and they shall be given the opportunity to rebut same in writing if he or she so desires. Notwithstanding this provision, an employee may file a written response to any matter contained within his or her file, which he/she deems derogatory or adverse.

D. Personnel files shall be kept in the office of the Township Administrator.

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ARTICLE XXIV

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of their Department. Nothing stated in the informal discussions shall be referred to during the formal institution of the grievance procedure.

C. In the presentation of a grievance, the grievant shall have the right to present his/her own appeal or to designate an Association representative to appear with him/her. There shall be no loss of pay for the time spent presenting the grievance by the grievant or his/her representative through the grievance procedure.

D. 1. The term "grievance" as used herein means an appeal by an employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. Discipline, including dismissal, suspension or demotion, shall be deemed grievable.

2. An employee may be dismissed, suspended or demoted from service of the Township for just cause by the Township Administrator. The Township agrees to recognize and follow the concept of progressive discipline, where appropriate.

3. A grievance concerning discipline shall be initiated at the grievance step involving the management representative taking the initial disciplinary action.

4. No grievance may proceed beyond Step Three 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 Three herein. The grievant has the right to adjudicate in any other appropriate form any issue that does not proceed beyond Step Three herein.

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E. The following constitutes the sole and exclusive method, except as provided above, for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any Step is waived by mutual consent:

Step One: The employee or the Association shall institute action under the provisions hereof within ten (10) working days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within five (5) working days of the initial discussion with the immediate supervisor, the aggrieved or the Association may present the grievance in writing within ten (10) working days after expiration of the five (5) working days to the Department Head. The written grievance at this Step shall contain the relevant facts, the applicable section of the Agreement allegedly violated, and the remedy requested by the grievant. The Department Head will answer the grievance in writing within ten (10) working days of receipt of the written grievance.

Step Three: If the Association wishes to appeal the decision of the Department Head, such appeal shall be presented in writing to the Township Administrator within fifteen (15) working days thereafter. This presentation shall attempt to include copies of all previous correspondence relating to the matter in dispute. The Township Administrator shall respond, in writing, to the grievance within fifteen (15) working days of the submission.

Step Four: If the grievance is not settled through Steps One, Two and Three, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within thirty (30) working days after receipt of the Township Administrator's response. The costs for the services of the arbitrator shall be borne equally by the Township and the Association. Any other expenses, including, but not limited to, the presentation of witnesses, shall be paid by the parties incurring same.

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F. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding. Unless mutually agreed to by the Township and the Association, the arbitrator does not have the right to resolve any obligation involving a violation of law.

G. Upon prior notice to and authorization of the Township, the designated Association representatives shall be permitted as members of the Grievance Committee to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township or require the recall of off-duty employees. Employees or the Association shall request permission at least five (5) working days in advance of the meeting. The Township has three (3) working days to respond. If the Township fails to respond within the three (3) working days, the employee's request will be deemed approved.

H. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding Step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any Step in the grievance procedure, then the grievance shall be deemed to have been denied. The Township's failure to respond to a grievance and any step within the time limits set forth above will allow the grievance to proceed to the next step in the grievance procedure. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any Step in the grievance procedure.

I. In appropriate circumstances, the Township Administrator may fine an employee. Such fines will be deducted from the employee's next regular paycheck.

J. 1. Employees have the right to be represented by an Association Representative at every stage of the disciplinary process. Except in situations involving a major offense, the employee shall be afforded the opportunity to be heard before a suspension or dismissal is imposed.

1. "Major offenses" are defined as follows:

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- a. Discrimination that affects equal opportunity, including sexual harassment;
- b. Intoxication, drug-induced impairment, or drinking on the job;
- c. Violation of federal regulations concerning drug and alcohol use by and testing of employees who performed functions related to the operation of commercial motor vehicles and policies issued thereunder;
- d. Neglect of duty;
- e. Absence without leave;
- f. Failure to report after authorized leave has expired or after such leave has been disapproved or revoked;
- g. Insubordination or serious breach of discipline;
- h. Endangering the safety of the public, other employees or self;
- i. Purposefully damaging equipment or tools;
- j. Fighting on the job;
- k. Fraud, dishonesty, stealing, or criminal activity;
- l. Breach of confidentiality; or
- m. Conduct unbecoming of a public employee.

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ARTICLE XXV

PROMOTION

A. Promotion means the advancement of an employee to a job classification with a higher pay range. Length of service with the Township will be considered in decisions regarding promotions.

B. Upon promotion of a full time employee, all sick, administrative and vacation leave balances shall be retained by the employee. Upon promotion, an employee shall be informed of the new rate of salary compensation at least one week in advance of the effective date.

C. When an employee is given an opportunity on a trial basis or temporary basis to qualify for promotion by serving in a new position, the employee's permanency in his/her former position shall be continuous and the employee shall have the opportunity to return to the former position in the event the promotional opportunity does not become permanent provided there is no discharge for cause.

D. Upon promotion, an employee shall receive an increase in rate of pay of 5 percent or the minimum for the new job classification, whichever is greater. However, under no circumstances will the new rate of pay exceed the maximum rate established for the new job classification.

E. All job vacancies shall be posted and shall include short, applicable job descriptions and qualifications for the positions. Current employees shall have the right to apply for any job so posted.

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ARTICLE XXVI

TEMPORARY ASSIGNMENTS/OUT-OF-TITLE WORK

A. If the immediate supervisor, in writing, temporarily assigns to an employee responsibilities which are normally associated with a position which is of a higher classification, the employee shall be eligible for extra compensation during the period of temporary assignment. Personnel who are so assigned shall receive a pay adjustment of 10% or \$1.00 per hour, whichever is greater.

B. In cases where the temporarily assigned employee is fully licensed, certified, and/or possesses all of the necessary skill and qualifications, in the opinion of the Township Administrator or designee, to fulfill duties and responsibilities of the position, the employee may be designated as "acting" and shall receive a pay adjustment of 10% or the minimum rate of pay for the higher classified position, whichever is greater.

C. Pay adjustments for temporary assignments and for "acting" status shall apply during a paid leave. Accordingly, an employee shall be compensated for vacation, sick, personal and other paid time off at the employee's adjusted rate.

D. 1. For Public Works, when an equipment operator is assigned to operate equipment of a higher classification for all or part of one day, and is subsequently assigned to operate that equipment for the next working day as well, he should be paid at the minimum rate for the higher classification, or 10% higher than his regular rate of pay, whichever is greater, retroactive to the first day and for each consecutive day of the temporary assignment thereafter.

2. The work time described in the above paragraph shall not include the routine use of equipment employed in the loading of salt and sand during sanding and/or snow removal operations, or similar types of brief use of equipment related to an employee's normal duties.

E. Once assigned to a task while performing out-of-title, the individual will see the task through to completion unless the



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individual of the higher- classification returns to work, in which case that individual of the higher classification will take over the task.

F. The equalization of opportunity for such out-of-title Work will be achieved by means of the "wheel". With the Wheel, a list of employees is tab listed, by seniority. Out of-title opportunities as they occur, are offered to the qualified employee at the top of the list. When the opportunity to work out-of-title has been offered to an employee at the top of the list, his name will then go to the bottom of the list, whether he actually works the assignment or not.

G. Supervisor will post, on the bulletin board, a continuing record of opportunities offered for out-of-title work and a record of the actual hours worked as a result of those opportunities.

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ARTICLE XXVII

SPECIAL SKILLS ASSIGNMENT

A. Employees will receive a \$1.00 per hour stipend, in addition to their regular rate of pay, when performing work which normally requires the services of a licensed or certified tradesman, and which would normally be performed by an outside contractor or vendor. Examples of such work include the following:

1. Welding

2. Electrical work such as: installing wiring and electrical boxes, wiring boxes, connecting new wiring, determining the proper wire gauge and voltage, repair and installation of high-voltage equipment up to 480 volts, etc.

3. Mechanical work including repairs that would include the replacement or rebuilding of major parts such as transmission, radiator, alternator and the like.

This does not include routine maintenance such as changing oil and oil filters, tires, lamps, mirrors, etc.

4. Rebuilding pumps.

B. Such special skill assignments shall be performed only upon authorization by the employee's Department Head. It shall be the Department Head's sole discretion as to whether or not an employee possesses the skills necessary to accomplish the task. Exceptions to this paragraph may be made in emergency situations, in which case the employee shall report the circumstances to his/her Department Head as soon as possible.

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ARTICLE XXVIII

SALARIES AND WAGES

A. Rate of Pay

At the time of hiring or upon transfer to another position, an employee shall be advised of his/her rate of pay and of the salary range to which his/her position is assigned. When an employee attains the maximum rate of pay in the salary range for his/her position, he/she shall receive no further salary increases unless:

1. The position is re-classified;
2. The employee is promoted to a position having a higher salary range;
3. The salary range for the position is increased;

B. Increases

1. Economic Adjustment. Salary increases in the form of economic adjustments may be granted to employees effective January 1. These increases generally apply to all positions in a class. Employees who are at the top of their salary range will be governed by Paragraph C.

C. Reaching Top of Salary Range

An employee who reaches the top of a salary range shall not receive further salary increases unless the range is adjusted. However, additional compensation may be given in the form of a one-time lump sum amount, for the given year.

D. Salary and Wages

1. 2016

a. Salaried employee in the Association shall receive rates of pay within the following pay ranges for the year 2016:

Refer to attached Schedule A

b. Hourly employees in the Association shall receive rates of pay within the following pay ranges for the year 2016:

Refer to attached Schedule A

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2. 2017

Effective January 1, 2017, the maximum rate of pay for each pay range shall be increased by 2.5% over the 2016 levels. Each employee will receive a 1.8% economic adjustment:

Refer to attached Schedule B

3. 2018

Effective January 1, 2018 the maximum rate of pay for each pay range shall be increased by 2.5% over the 2017 levels. Each employee will receive a 1.8% economic adjustment.

Refer to attached Schedule C

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ARTICLE XXIX

LONG TERM DISABILITY PLAN

A. All permanent full-time and part-time employees who work twenty (20) or more hours per week on a regular schedule shall automatically be covered under the Township's Long Term Disability Plan, unless otherwise excluded by contract. The specific provisions of the plan may be found in the plan document provided by the carrier which may be reviewed in the Administration Office.

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ARTICLE XXX

DEFERRED COMPENSATION PLAN

A. All permanent full-time and part-time employees who work twenty (20) or more hours per week on a regular schedule, unless otherwise excluded by contract, shall be eligible to participate in the Township's Deferred Compensation Plan, as defined in Township Ordinances 90-693 and 94-800.

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ARTICLE XXXI

COMPREHENSIVE HEALTH BENEFITS (CAFETERIA) PLAN

A. Reimbursement of costs and expenses incurred for certain health and benefit related services shall be made by the Township in accordance with the following guidelines:

1. Dental: Any expenses incurred by the employee or his/her dependent(s) for dental care or dental insurance premiums are eligible for reimbursement.

2. Disability Insurance: An employee may elect to purchase a disability insurance policy. Premium costs are eligible for reimbursement.

3. Health Insurance: Employees may elect to be reimbursed for their portion of premiums associated with the employee's cost for HMO coverage; no co-payments, deductibles or similar costs are included.

4. Physical Examination: An employee or his/her dependent(s) may be reimbursed for expenses associated with a routine physical examination not covered by their insurance.

5. Optical: Any expenses incurred by the employee and his/her dependent(s) for optical care are eligible for reimbursement.

6. Prescription: The employee and his/her dependent(s) are eligible for reimbursement of medical prescriptions.

7. Other medical treatment: Any expenses incurred by the employee or his/her dependent(s) for any physician-prescribed medical treatment, including but not limited to: hearing aids, chiropractor, acupuncture, and dermatologist.

B. Effective retroactive to January 1, 2001, individuals shall be entitled to an annual cafeteria plan allowance of \$1,000.00 from year to year up to a maximum that brings the total in their cafeteria plan accounts to \$2,000.00. At no time will the available account exceed \$2,000.00 nor will any additional allowance be awarded to exceed the \$2,000.00 maximum.

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C. To receive reimbursement, receipts for payment which clearly identify the amount of payment, date of payment, and the service provided, must be submitted to the Administration Office for processing. Receipts must be on company/service provided letterhead, stationary, etc. Payment will be made by voucher. Each payment request must be for an amount no less than fifty dollars (\$50.00). All payment requests for services rendered or payments incurred in the previous calendar year must be submitted prior to March 10th of the current calendar year. Reimbursement shall only be made for that portion of expenses not paid by any other means, i.e. other insurance coverage.

D. Employees hired on or subsequent to September 1 shall not be eligible for cafeteria plan benefits for the calendar year in which they are hired, but shall be eligible effect January 1 of the following calendar year. All permanent employees for work twenty (20) hours per week or more are eligible for these benefits.

E. Reimbursement shall only be made after the successful completion of the employee's probationary period; however, expenses incurred during the probationary period will still be eligible for reimbursement after the probationary period.

F. To receive reimbursement, eligible costs for reimbursement must be incurred while employees are employed by the Township.



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ARTICLE XXXII

MEDICAL/PENSION

A. The Township agrees to provide a medical insurance plan through the Central Jersey Health Insurance Fund, or equivalent, and agrees to provide the Public Employees Retirement System pension plan, for the term of this Agreement.

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ARTICLE XXXIII

MILEAGE REIMBURSEMENT

A. The Township of Montgomery prefers that its employees use Township vehicles for business use instead of their own vehicles. The Township recognizes, however, that a Township vehicle is not always available when needed and, in such situations, employees may be reimbursed for use of their personal vehicles if the following procedures are followed. Such reimbursement shall be considered full compensation for all risk and operating expenses.

B. For any business use, employees other than Public Works and Police are required to check with every department, in the following order, to see if a Township vehicle is available. First, employees must check for a car in his/her own department, then check for the pool car in Administration, and finally check other departments for an available car. If a Township vehicle is not available, the employee shall be reimbursed only for mileage used while on Township business.

C. When using his/her own vehicle, an employee must document actual mileage and the reason(s) for the trip. A Township mileage reimbursement form must be used for this purpose.

D. The Township will reimburse employees for properly documented mileage requests at the current I.R.S. per mile rate. The reimbursement shall be considered full compensation for all travel related items, including personal auto insurance, gas, vehicle maintenance, etc. The Township's insurance coverage does not apply, under any circumstances, to the operation of the employee's personal vehicle.

E. Purchase Request forms must be completed and submitted with the mileage reimbursement form to the Department Head for approval. Reimbursement payments will be made on a monthly basis.

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ARTICLE XXXIV

CONTINUING EDUCATION

A. An employee who successfully completes approved educational courses directly related to his/her job title or job responsibilities shall be reimbursed by the Township for the costs of tuition and test materials. In order to qualify for reimbursement, courses must be approved by the Township Administrator prior to enrollment. Any request for reimbursement shall not be unreasonably withheld.

B. The approval process shall begin with the Department Head who shall provide the Township Administrator with his/her recommendation. Should the Department Head deny the request for approval, the employee may submit the request directly to the Township Administrator.

C. The Township Administrator shall approve the request provided that in his/her judgment the requested course work is directly related to the employee's job.

D. Continuing education courses, as required to comply with license demands, shall also be paid for by the Township. When attendance at such classes does not interfere with the proper operation of the department/division, the Association member shall be able to attend such courses during regular work hours.

E. The Township agrees to reimburse an employee for the cost of the initial examination for a job required license upon submission of proof that the employee has past the examination.

F. The Township agrees to pay for the cost of the annual fee required to obtain and/or maintain a job required license. If an employee leaves the employ of the Township for any reason other than full retirement pursuant to the Public Employees Retirement System, the employee shall be responsible to reimburse the Township for the annual license fee on a pro-rata monthly basis.

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ARTICLE XXXV

WORKING APPAREL

A. Public Works and Fire Prevention personnel who are required to wear uniforms shall be furnished with normal working apparel upon completion of their probationary period. The Engineering, Code, Health, Planning & Zoning employees who regularly go to construction sites, or locations where safety shoes are appropriate, will be provided with safety shoes at least one time (1x) per year as needed. Employees of these same departments that regularly work outside in inclement weather will also be provided with wet and cold weather gear, i.e. boots, rain jackets, winter coat and pants.

The Township will replace, in a timely manner, items of apparel that are worn out or damaged beyond repair during the course of duty. To insure that replacements are made in a timely manner, an employee may request replacement clothing in writing; the department head will then assess the need for new clothing and respond to the employee in writing within ten (10) days of receipt of the request; if the department agrees that the clothing should be replaced, he/she will order the new clothing within ten (10) days of that decision. If the clothing has not been provided within six (6) months of being ordered, the Township will provide a petty cash check based on the cost of the proposed items for the employee to purchase the clothing. Where an item of working apparel becomes obsolete, or an improved product is available, the Township will provide a product of equal or improved quality. However, any items damaged or destroyed due to negligence of the employee shall be repaired or replaced at the employee's expense.

B. Following is a list of working apparel presently provided to employees of the Department of Public Works (Sewer Utility, Roads, Parks, Building & Grounds) & Animal Control who are required to wear uniforms:

5 pairs of pants, 5 shirts, 5 tees, 3 sweatshirts, 1 hooded sweatshirt, 1 coverall {insulated Carhartt (or equal) bib or coverall - employees choice}, 1 pair of rain boots, raingear, 1 light jacket will be provided to employees annually. 1 winter coat (Carhartt or equal) will be provided to employees every 3 years, unless needed sooner. 2 pairs of safety shoes

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will be provided to employees; one pair purchased in April and one pair purchased in October.

C. Following is a list of working apparel provided to Civilian employees of the Police Department, which are the positions of Public Safety Tech. (PST)/OEM & Police Services Aide (PSA):

- 511 Polo shirts - long sleeved and short sleeved - embroidered, 511 pants, boots, fleece zip-up embroidered, winter jacket, gloves, safety vest for PST/OEM.
- 511 Polo shirts (long sleeved, embroidered) - 5 per year.
- 511 Polo shirts (short sleeved, embroidered) - 5 per year.
- 511 Pants - 5 per year.
- Boots - new pair every year, if needed.
- Fleece zip up (embroidered) - 2 per year.
- Winter jacket - one every 2 years, if needed.
- Gloves - one pair per year.
- Safety vest for PST /OEM - replace as needed.

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ARTICLE XXXVI

MISCELLANEOUS

A. The Township acknowledges that it is good management practice to provide employees with equipment and accessories which will help decrease physical stress and increase efficiency, and will make good faith efforts to accommodate reasonable requests.

B. The parties agree to cooperate in keeping working areas clean and neat. It is the responsibility of the Township to provide cleaning services for Township public buildings and related facilities.

C. In general, employees are not to appropriate Township equipment, supplies or materials for their own use. However, the Township acknowledges that there are times when an employee is working in the field at meal times. In some circumstances it may be more efficient and convenient to purchase a meal and eat in the field rather than return to the Municipal Building. It is agreed that employees may purchase food at a business establishment while using a Township vehicle, but will not linger there nor consume the food on the premises.

D. 1. The Township and the Association shall meet as needed, and is mutually agreed upon, for the purpose of reviewing administration of the Agreement and to discuss other matters of general interest.

2. These meetings shall not be construed as bypassing the grievance procedure nor shall they be construed as negotiations, but rather are intended as a means of fostering good employment relations through communications between the parties.

3. Both the Township and the Association shall be entitled to two (2) representatives of their own choosing to attend each meeting. The representatives may vary from meeting to meeting.

4. At least five (5) days prior to the meeting, the party requesting the meeting shall submit to the other party an agenda, identifying all issues it wishes to discuss.

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5. At least two (2) days prior to the meeting, the Association and the Township shall notify each other of the identity of its representatives for that meeting.

6. Any "understanding" reached by the parties at any of these meetings shall not constitute an amendment to this Agreement, unless that understanding is reduced to writing and signed by both parties, clearly indicating that the parties intend to amend this Agreement.

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ARTICLE XXXVII

SEPARABILITY AND SAVINGS

A. If any clause or provision of this Agreement is deemed illegal and/or invalid through a court decision or legislation, that clause or provision shall become null and void. All other clauses or provisions of this Agreement shall not be effected, and shall remain in full force and effect.

B. If any clause or provision of this Agreement is deemed illegal and/or invalid, the Township and the Association, upon the request of either party, shall meet and discuss the clause or provision in question. Neither the Township nor the Association shall be obligated to agree to a modified, alternate, or replacement clause or provision.



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ARTICLE XXXVIII

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargain issues which were or could have been subject to negotiations.

B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

C. The Township and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred or covered in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

D. This Agreement may be modified in whole or in part by the parties by an instrument, in writing only, executed by both parties.

E. It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties.

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ARTICLE XXXIX

TERM OF AGREEMENT

The term of the Agreement shall be for a period of three years, from January 1, 2016 to December 31, 2018, or until a new Agreement is ratified between both parties.

IN WITNESS WHEREOF, we have unto set our hands and seals this 24<sup>th</sup> day of January, 2017.

MONTGOMERY TOWNSHIP

Donna Kukla  
Township Clerk

Edward P. Tizanda  
Mayor

ATTEST:

Susan Smith  
Witness

AFSCME COUNCIL 73, LOCAL 3383

Robert G. Ellis  
President

[Signature]  
Vice President

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"SCHEDULE A"

2016 POSITIONS AND SALARY RANGES

	<u>MINIMUM/year</u>	<u>MAXIMUM/year</u>
<u>Plumbing Sub-Code Official (part-time)</u>		<u>\$52,792.00</u>
<u>Plumbing Sub-Code Official</u>	<u>\$77,017.00</u>	<u>\$101,026.00</u>
<u>Building/Electrical Sub-Code Official</u>	<u>\$77,017.00</u>	<u>\$101,026.00</u>
<u>Fire Official/Fire Sub-Code Official</u>	<u>\$77,017.00</u>	<u>\$101,026.00</u>
<u>Assistant to the Engineer</u>	<u>\$70,082.00</u>	<u>\$91,013.00</u>
<u>Building Inspector</u>	<u>\$63,140.00</u>	<u>\$81,989.00</u>
<u>Plumbing Inspector</u>	<u>\$63,140.00</u>	<u>\$81,989.00</u>
<u>Fire Inspector</u>	<u>\$63,140.00</u>	<u>\$81,989.00</u>
<u>Zoning Officer</u>	<u>\$63,140.00</u>	<u>\$81,989.00</u>
<u>Environmental Health Specialist</u>	<u>\$63,140.00</u>	<u>\$77,281.00</u>
<u>Assistant to the Tax Assessor</u>	<u>\$56,880.00</u>	<u>\$73,845.00</u>
<u>Public Safety Technician</u>	<u>\$51,772.00</u>	<u>\$64,684.00</u>
<u>Recreation Specialist</u>	<u>\$42,861.00</u>	<u>\$54,152.00</u>
<u>Assistant to the Health Officer</u>	<u>\$70,082.00</u>	<u>\$91,013.00</u>
<u>Open Space Coordinator/Assistant Planner</u>	<u>\$54,476.00</u>	<u>\$78,754.00</u>
<u>Network/Web Coordinator</u>	<u>\$54,476.00</u>	<u>\$89,897.00</u>
<u>CAD/GIS Specialist</u>	<u>\$52,233.00</u>	<u>\$82,577.00</u>
<u>Senior CAD/GIS Specialist</u>	<u>\$61,342.00</u>	<u>\$93,050.00</u>
<u>Police Services Aide</u>	<u>\$50,882.00</u>	<u>\$63,572.00</u>

	<u>MINIMUM/hour</u>	<u>MAXIMUM/hour</u>
<u>Administrative Assistant</u>	<u>\$26.30/hr.</u>	<u>\$34.18/hr.</u>
<u>Applications Coordinator</u>	<u>\$22.22/hr.</u>	<u>\$28.84/hr.</u>
<u>Engineering Aide</u>	<u>\$24.66/hr.</u>	<u>\$32.03/hr.</u>
<u>Senior Engineering Aide</u>	<u>\$28.18/hr.</u>	<u>\$35.56/hr.</u>
<u>Secretary I</u>	<u>\$18.01/hr.</u>	<u>\$23.27/hr.</u>
<u>Secretary II</u>	<u>\$20.02/hr.</u>	<u>\$26.05/hr.</u>
<u>Senior Secretary</u>	<u>\$22.22/hr.</u>	<u>\$28.84/hr.</u>
<u>Executive Secretary</u>	<u>\$23.02/hr.</u>	<u>\$30.79/hr.</u>
<u>Purchasing Aide</u>	<u>\$22.22/hr.</u>	<u>\$30.01/hr.</u>
<u>Deputy Township Clerk</u>	<u>\$22.22/hr.</u>	<u>\$28.84/hr.</u>
<u>Deputy Court Clerk</u>	<u>\$18.01/hr.</u>	<u>\$23.41/hr.</u>
<u>Financial Aide</u>	<u>\$22.17/hr.</u>	<u>\$26.91/hr.</u>
<u>Senior Financial Aide</u>	<u>\$25.33/hr.</u>	<u>\$35.69/hr.</u>
<u>Clerk Typist I</u>	<u>\$14.44/hr.</u>	<u>\$18.75/hr.</u>
<u>Clerk Typist II</u>	<u>\$15.80/hr.</u>	<u>\$20.76/hr.</u>
<u>Health Services Coordinator</u>	<u>\$20.83/hr.</u>	<u>\$33.75/hr.</u>
<u>Environmental Health Technician</u>	<u>\$25.35/hr.</u>	<u>\$31.97/hr.</u>
<u>Laboratory Technician</u>	<u>\$22.17/hr.</u>	<u>\$29.19/hr.</u>
<u>Senior Sewer Plant Operator</u>	<u>\$28.18/hr.</u>	<u>\$35.56/hr.</u>

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Sewer Plant Operator \$24.66/hr. \$32.03/hr.

	<u>MINIMUM/hour</u>	<u>MAXIMUM/hour</u>
<u>Sewer Plant Operator Trainee</u>	\$22.22/hr.	\$28.84/hr.
<u>Sewer Maintenance Worker</u>	\$21.53/hr.	\$28.56/hr.
<u>Bus Driver</u>	\$15.56/hr.	\$20.21/hr.
<u>Police Records Clerk</u>	\$18.54/hr.	\$23.41/hr.
<u>Equipment Operator III</u>	\$23.64/hr.	\$29.14/hr.
<u>Equipment Operator II</u>	\$21.54/hr.	\$26.53/hr.
<u>Equipment Operator I</u>	\$18.01/hr.	\$22.06/hr.
<u>Laborer</u>	\$16.96/hr.	\$22.12/hr.
<u>Animal Control Officer</u>	\$21.54/hr.	\$26.53/hr.
<u>Building Custodian</u>	\$17.41/hr.	\$24.67/hr.
<u>Senior Bus Driver</u>	\$21.54/hr.	\$26.53/hr.
<u>Sewer Collection Clerk</u>	\$20.02/hr.	\$26.05/hr.
<u>Senior Equipment Operator</u>	\$25.75/hr.	\$33.50/hr.
<u>Mechanic</u>	\$25.75/hr.	\$33.50/hr.
<u>Technical Assistant to the Construction Official</u>	\$26.30/hr.	\$34.17/hr.
<u>Sewer Maintenance Specialist</u>	\$26.87/hr.	\$34.90/hr.
<u>Sewer Collection System Specialist</u>	\$26.87/hr.	\$34.90/hr.
<u>Senior Environmental Health Technician</u>	\$28.18/hr.	\$35.56/hr.
<u>Facilities Aide</u>	\$7.51/hr.	\$9.78/hr.

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“SCHEDULE B”

2017 POSITIONS AND SALARY RANGES

	<u>MINIMUM/year</u>	<u>MAXIMUM/year</u>
Plumbing Sub-Code Official (part-time)		\$54,112.00
Plumbing Sub-Code Official	\$77,017.00	\$103,552.00
Building/Electrical Sub-Code Official	\$77,017.00	\$103,552.00
Fire Official/Fire Sub-Code Official	\$77,017.00	\$103,552.00
Assistant to the Engineer	\$70,082.00	\$93,288.00
Building Inspector	\$63,140.00	\$84,039.00
Plumbing Inspector	\$63,140.00	\$84,039.00
Fire Inspector	\$63,140.00	\$84,039.00
Zoning Officer	\$63,140.00	\$84,039.00
Environmental Health Specialist	\$63,140.00	\$79,213.00
Assistant to the Tax Assessor	\$56,880.00	\$75,691.00
Public Safety Technician	\$51,772.00	\$66,301.00
Recreation Specialist	\$42,861.00	\$55,506.00
Assistant to the Health Officer	\$70,082.00	\$93,288.00
Open Space Coordinator/Assistant Planner	\$54,476.00	\$80,723.00
Network/Web Coordinator	\$54,476.00	\$92,144.00
CAD/GIS Specialist	\$52,233.00	\$84,641.00
Senior CAD/GIS Specialist	\$61,342.00	\$95,376.00
Police Services Aide	\$50,882.00	\$65,161.00

	<u>MINIMUM/hour</u>	<u>MAXIMUM/hour</u>
Administrative Assistant	\$26.30/hr.	\$35.03/hr.
Applications Coordinator	\$22.22/hr.	\$29.56/hr.
Engineering Aide	\$24.66/hr.	\$32.83/hr.
Senior Engineering Aide	\$28.18/hr.	\$36.45/hr.
Secretary I	\$18.0/hr.	\$23.85/hr.
Secretary II	\$20.02/hr.	\$26.70/hr.
Senior Secretary	\$22.22/hr.	\$29.56/hr.
Executive Secretary	\$23.02/hr.	\$31.56/hr.
Purchasing Aide	\$22.22/hr.	\$30.76/hr.
Deputy Township Clerk	\$22.22/hr.	\$29.56/hr.
Deputy Court Clerk	\$18.01/hr.	\$24.00/hr.
Financial Aide	\$22.17/hr.	\$27.58/hr.
Senior Financial Aide	\$25.33/hr.	\$36.58/hr.
Clerk Typist I	\$14.44/hr.	\$19.22/hr.
Clerk Typist II	\$15.80/hr.	\$21.28/hr.
Health Services Coordinator	\$20.83/hr.	\$34.59/hr.
Environmental Health Technician	\$25.35/hr.	\$32.77/hr.

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Laboratory Technician	\$22.17/hr.	\$29.92/hr.
Senior Sewer Plant Operator	\$28.18/hr.	\$36.45/hr.
Sewer Plant Operator	\$24.66/hr.	\$32.83/hr.

	MINIMUM/hour	MAXIMUM/hour
Sewer Plant Operator Trainee	\$22.22/hr.	\$29.56/hr.
Sewer Maintenance Worker	\$21.53/hr.	\$29.27/hr.
Bus Driver	\$15.56/hr.	\$20.72/hr.
Police Records Clerk	\$18.54/hr.	\$24.00/hr.
Equipment Operator III	\$23.64/hr.	\$29.87/hr.
Equipment Operator II	\$21.54/hr.	\$27.19/hr.
Equipment Operator I	\$18.01/hr.	\$22.61/hr.
Laborer	\$16.96/hr.	\$22.67/hr.
Animal Control Officer	\$21.54/hr.	\$27.19/hr.
Building Custodian	\$17.41/hr.	\$25.29/hr.
Senior Bus Driver	\$21.54/hr.	\$27.19/hr.
Sewer Collection Clerk	\$20.02/hr.	\$26.70/hr.
Senior Equipment Operator	\$25.75/hr.	\$34.34/hr.
Mechanic	\$25.75/hr.	\$34.34/hr.
Technical Assistant to the Construction Official	\$26.30/hr.	\$35.02/hr.
Sewer Maintenance Specialist	\$26.87/hr.	\$35.77/hr.
Sewer Collection System Specialist	\$26.87/hr.	\$35.77/hr.
Senior Environmental Health Technician	\$28.18/hr.	\$36.45/hr.
Facilities Aide	\$7.51/hr.	\$10.02/hr.

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SCHEDULE C"

2018 POSITIONS AND SALARY RANGES

	MINIMUM/year	MAXIMUM/year
Plumbing Sub-Code Official (part-time)		\$55,465.00
Plumbing Sub-Code Official	\$77,017.00	\$106,141.00
Building/Electrical Sub-Code Official	\$77,017.00	\$106,141.00
Fire Official/Fire Sub-Code Official	\$77,017.00	\$106,141.00
Assistant to the Engineer	\$70,082.00	\$95,620.00
Building Inspector	\$63,140.00	\$86,140.00
Plumbing Inspector	\$63,140.00	\$86,140.00
Fire Inspector	\$63,140.00	\$86,140.00
Zoning Officer	\$63,140.00	\$86,140.00
Environmental Health Specialist	\$63,140.00	\$81,193.00
Assistant to the Tax Assessor	\$56,880.00	\$77,583.00
Public Safety Technician	\$51,772.00	\$67,959.00
Recreation Specialist	\$42,861.00	\$56,894.00
Assistant to the Health Officer	\$70,082.00	\$95,620.00
Open Space Coordinator/Assistant Planner	\$54,476.00	\$82,741.00
Network/Web Coordinator	\$54,476.00	\$94,448.00
CAD/GIS Specialist	\$52,233.00	\$86,757.00
Senior CAD/GIS Specialist	\$61,342.00	\$97,760.00
Police Services Aide	\$50,882.00	\$66,790.00

	MINIMUM/hour	MAXIMUM/hour
Administrative Assistant	\$26.30/hr.	\$35.91/hr.
Applications Coordinator	\$22.22/hr.	\$30.30/hr.
Engineering Aide	\$24.66/hr.	\$33.65/hr.
Senior Engineering Aide	\$28.18/hr.	\$37.36/hr.
Secretary I	\$18.01/hr.	\$24.45/hr.
Secretary II	\$20.02/hr.	\$27.37/hr.
Senior Secretary	\$22.22/hr.	\$30.30/hr.
Executive Secretary	\$23.02/hr.	\$32.35/hr.
Purchasing Aide	\$22.22/hr.	\$31.53/hr.
Deputy Township Clerk	\$22.22/hr.	\$30.30/hr.
Deputy Court Clerk	\$18.01/hr.	\$24.60/hr.
Financial Aide	\$22.17/hr.	\$28.27/hr.
Senior Financial Aide	\$25.33/hr.	\$37.49/hr.
Clerk Typist I	\$14.44/hr.	\$19.70/hr.
Clerk Typist II	\$15.80/hr.	\$21.81/hr.
Health Services Coordinator	\$20.83/hr.	\$35.45/hr.
Environmental Health Technician	\$25.35/hr.	\$33.59/hr.

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Laboratory Technician	\$22.17/hr.	\$30.67/hr.
Senior Sewer Plant Operator	\$28.18/hr.	\$37.36/hr.
Sewer Plant Operator	\$24.66/hr.	\$33.65/hr.

	MINIMUM/hour	MAXIMUM/hour
Sewer Plant Operator Trainee	\$22.22/hr.	\$30.30/hr.
Sewer Maintenance Worker	\$21.53/hr.	\$30.00/hr.
Bus Driver	\$15.56/hr.	\$21.24/hr.
Police Records Clerk	\$18.54/hr.	\$24.60/hr.
Equipment Operator III	\$23.64/hr.	\$30.62/hr.
Equipment Operator II	\$21.54/hr.	\$27.87/hr.
Equipment Operator I	\$18.01/hr.	\$23.18/hr.
Laborer	\$16.96/hr.	\$23.24/hr.
Animal Control Officer	\$21.54/hr.	\$27.87/hr.
Building Custodian	\$17.41/hr.	\$25.92/hr.
Senior Bus Driver	\$21.54/hr.	\$27.87/hr.
Sewer Collection Clerk	\$20.02/hr.	\$27.37/hr.
Senior Equipment Operator	\$25.75/hr.	\$35.20/hr.
Mechanic	\$25.75/hr.	\$35.20/hr.
Technical Assistant to the Construction Official	\$26.30/hr.	\$35.90/hr.
Sewer Maintenance Specialist	\$26.87/hr.	\$36.66/hr.
Sewer Collection System Specialist	\$26.87/hr.	\$36.66/hr.
Senior Environmental Health Technician	\$28.18/hr.	\$37.36/hr.
Facilities Aide	\$7.51/hr.	\$10.27/hr.