

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, 2006 through December 31, 2008

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TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
PREAMBLE	1
ARTICLE 1 RECOGNITION AND SCOPE	1
ARTICLE 2 VACATION	2
ARTICLE 3 HOLIDAYS	4
ARTICLE 4 SICK LEAVE	5
ARTICLE 5 STORM DAYS AND EMERGENCIES	8
ARTICLE 6 WORKING HOURS, WORKWEEK AND OVERTIME	8
ARTICLE 7 HEALTH BENEFITS	9
ARTICLE 8 PERSONAL LEAVE	10
ARTICLE 9 TOWNSHIP RIGHTS AND RESPONSIBILITIES	11
ARTICLE 10 PUBLIC EMPLOYEES COMMITTEE	11
ARTICLE 11 AGREEMENT NOT TO STRIKE	12
ARTICLE 12 GENERAL PROVISIONS	12
ARTICLE 13 POSTING OF SUPERVISORY AND NON-SUPERVISORY POSITION VACANCIES	13

ARTICLE 14	
CALL OUTS	13
ARTICLE 15	
GRIEVANCE PROCEDURE	13
ARTICLE 16	
SALARIES	15
ARTICLE 17	
APPLICATION OF BENEFITS	16
ARTICLE 18	
ASSOCIATION MEMBERSHIP DUES DEDUCTION	17
ARTICLE 19	
ASSOCIATION SECURITY	18
ARTICLE 20	
ASSOCIATION RIGHTS	20
ARTICLE 21	
CLOTHING ALLOWANCE	20
ARTICLE 22	
EDUCATIONAL REIMBURSEMENT	21
ARTICLE 23	
PERSONNEL FILE	21
ARTICLE 24	
SENIORITY	22
ARTICLE 25	
NON-DISCRIMINATION	22
ARTICLE 26	
PERSONNEL MANUAL	23
ARTICLE 27	
NEGOTIATIONS	23
ARTICLE 28	
DISPATCHERS	23

ARTICLE 29
DURATION25

ARTICLE 30
BULLETIN BOARD25

APPENDIX A
2006-2008 BASE SALARY GUIDE27

AGREEMENT

PREAMBLE

This Agreement made and entered this 13th day of March, 2006, 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.

Section 4:

Morris Council No. 6 and the Township agree that certain titles are in dispute between the Township and the New Jersey Department of Personnel. Both parties agree that these positions are

within the scope of the bargaining unit, whatever titles may subsequently be established by the New Jersey Department of Personnel for the positions.

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: 18 working days: effective January 1, 2008; 19 working days;
- g. starting the 14th year of employment, and up to and through the completion of the 14th year of employment: 19 working days: effective January 1, 2008, 20 working days;
- h. starting the 15th year of employment, and up to and through the completion of the 17th year of employment: 20 working days: effective January 1, 2008; 21 working days;
- i. starting the 18th year of employment, and up to and through the completion of the 20th year of employment: 21 working days: effective January 1, 2008; 22 working days;
- j. starting the 21st year of employment, and up to and through the completion of the 25th year of employment: 23 working days: effective January 1, 2008; 24 working days;

and

- k. starting the 26th year of employment, and thereafter: 25 working days: effective January 1, 2008; 26 working days.

B. All Employees Employed After 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, 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: 20 days per year. Effective January 1, 2008: 21 days per year.
- d. Starting the 21st year of employment, and thereafter: 25 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 a prior 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 a sick child, parent, spouse, or grandparent residing in the employee's household, the employee shall be required to submit a doctor's note for absences in excess of three (3) working days.

2. Immediate family means employee's parent, spouse, child 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.

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.

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.

ARTICLE 6
WORKING HOURS, WORKWEEK 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 the effective date of the collective bargaining agreement may be required to work on a flex schedule. Current 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.

ARTICLE 7
HEALTH BENEFITS

Section 1:

- a. The Township shall continue in full force and effect the current health benefits or an equivalent. Subject to applicable law and/or regulations, employees hired on or after January 1, 2006, must choose between NJ Plus (or its equivalent) or Oxford and pay 5% of the premium cost up to a maximum of 1% of salary or \$50 per month, whichever is less.
- 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.

Section 2:

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

Section 3:

The Township shall continue to maintain the current dental coverage 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).

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. Such coverage may be continued at the option and expense of the employee.

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. Employees shall be granted up to three (3) work days of bereavement leave with pay for death in their immediate family. For the purposes of this section, immediate family shall include father or father-in-law, mother or mother-in-law, spouse, child, sister or brother, grandmother or grandfather, grandchild, and any relatives of the employee residing in the employee's household. 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.

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 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 to her 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. 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. If the Township Administrator does not respond to a grievance in the specified time, the grievance will 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. Ant 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, 2006, and retroactive to that date, there shall be a 4.5% increase in the Township's salary guide which is attached as Appendix A.
2. Effective January 1, 2007, there shall be a 4.0% across-the-board salary increase in the Township's salary guide which is attached hereto as Appendix A.
3. Effective January 1, 2008, there shall be a 4.25% across-the-board salary increase in the Township's salary guide which is attached hereto as Appendix A.
4. 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 pay check.

Section 3: Promotions

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

Section 4: Engineering Aide, Sanitary Inspector II and Computer Technician II

Notwithstanding the provisions of Section 1 of this Article

- a. The salary of Engineering Aide will not be increased in 2006 and shall be subject to the increases in Section 1, Paragraphs 2 and 3 of this Article.
- b. The salary of Sanitary Inspector II shall be subject to the increases in Section 1 beginning in the year after the position is filled.
- c. The new position of Computer Technician II shall be subject to the following salary range and steps in 2006 and shall be subject to the increases in Section 1, Paragraphs 2 and 3 of this Article:

Step 1:	\$41,010
Step 2:	\$42,636
Step 3:	\$44,261
Step 4:	\$45,888
Step 5:	\$47,513
Step 6:	\$49,140
Step 7:	\$50,765

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 proceeding 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 individuals 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, 2006, a clothing allowance of up to \$200.00 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 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: Lunch - \$6.50; Dinner- \$8.50.

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.

5. Dispatchers shall receive the same compensatory time as other members of the bargaining unit when required to work when other employees are dismissed because of emergencies, such as weather conditions, or additional time off granted by the Township.

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, 2006 and shall remain in effect through the thirty-first day of December, 2008. This Agreement shall continue in effect from year to year after December 31, 2008 subject to modification or termination by either party upon written notice.

ARTICLE 30
BULLETIN BOARD

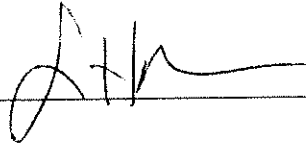
One (1) bulletin board shall be made available in each building for the purpose of posting union announcements and other information of a non-controversial nature. The Township Administrator may after consultation with the union representative, have removed from the bulletin boards any material which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

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

ATTEST:

TOWNSHIP OF MONTVILLE

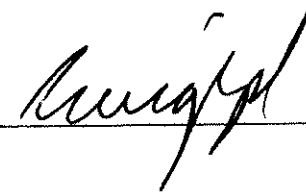
Gertrude Peterson

By: 

Dated 3/21/06

ATTEST:

MORRIS COUNCIL NO. 6, NJCSA,
IFPTE, AFL-CIO



By: Elizabeth Sutula
ELIZABETH SUTULA, President

Dated 3/13/06

**TOWNSHIP OF MONTVILLE
ORDINANCE NO. 2006-04**

**AN ORDINANCE ESTABLISHING SALARIES OR WAGES OF OFFICIALS AND
EMPLOYEES OF THE TOWNSHIP OF MONTVILLE IN THE COUNTY OF
MORRIS FOR YEARS 2006-2008**

SECTION 1.

The salaries and wages for the following positions within the Township of Montville for the year 2006 shall be:

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Account Clerk	30,457	32,154	33,856	35,551	37,250	38,949	40,648
Administrative Clerk	35,255	37,557	39,824	41,863	43,327	45,076	46,993
Administrative Clerk, Wtr. & Swr	35,255	37,557	39,858	42,160	44,462	46,763	49,065
Animal Control Officer	37,019	38,717	40,416	42,116	43,815	45,511	46,757
Asst. Animal Control Officer	11.54	12.15	12.74	13.94	14.62	15.37	15.92
Assistant Tax Assessor	49,552	51,310	53,006	54,707	56,404	58,105	60,430
Assistant Zoning Officer	47,249	48,934	50,646	52,346	54,045	55,743	57,443
Building Inspector	57,431	59,129	60,829	62,527	64,227	65,926	67,624
Clerk Typist	26,233	27,933	29,632	31,331	33,029	34,729	36,428
Computer Service Technician	49,552	51,310	53,006	54,707	56,404	58,105	60,430
Dep. Municipal Court Adminis	31,978	33,677	35,375	37,075	38,774	40,629	42,172
Electrical Sub-Code Official	27.32	28.76	30.27	31.86	33.53	35.30	37.16
Engineering Aide	35,425	37,050	39,676	40,303	41,929	43,551	44,744
Fire Protection Inspector	22.92	23.45	25.05	30.19	32.03	33.21	34.94
Fire Protection Sub-Code Off.	22.92	23.45	25.05	30.19	32.03	33.21	34.94
Motor Vehicle Oper./Eld. & Hcp	11.54	12.15	12.74	13.94	14.62	15.37	15.92
Park Ranger	32,131	34,159	35,544	37,253	38,959	40,823	42,374
Planning Aide	47,249	48,934	50,646	52,346	54,045	55,743	57,443
Plumbing Sub-Code Official	27.32	28.76	30.27	31.86	33.53	35.30	37.16
Police Records Clerk	30,457	32,154	33,856	35,551	37,250	38,949	40,648
Principal Clerk Typist	33,577	35,362	37,142	38,929	40,712	42,661	44,281
Public Safety							
Telecommunicator	35,255	37,557	39,858	42,160	44,462	46,763	49,065
Public Works Inspector	42,855	44,554	46,253	47,953	49,651	51,351	53,049
Receptionist	26,233	27,933	29,632	31,331	33,029	34,729	36,428
Recreation Program Coordinator	35,255	36,954	38,653	40,632	42,052	43,750	45,611
Sanitary Inspector - 1	57,431	59,129	60,829	62,527	67,624		
Sanitary Inspector - 2	41,010	43,449	45,887	48,327	50,765		
Senior Account Clerk	32,154	34,122	36,091	38,059	40,028	41,996	43,967
Senior Clerk Typist	31,978	33,677	35,375	37,075	38,774	40,629	42,172
Senior Police Records Clerk	31,978	33,677	35,375	37,075	38,774	40,629	42,172
Youth Opportunity Coordinator	44,997	46,696	48,396	50,095	51,794	53,492	55,193
Youth Services Worker	11.54	12.15	12.74	13.94	14.62	15.37	15.92

SECTION 2.

The salaries and wages for the following positions within the Township of Montville for the year 2007 shall be:

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Account Clerk	31,675	33,441	35,210	36,973	38,740	40,507	42,274
Administrative Clerk	36,665	39,059	41,417	43,537	45,060	46,879	48,873
Administrative Clerk, Wtr. & Swr	36,665	39,059	41,453	43,847	46,240	48,634	51,028
Animal Control Officer	38,500	40,266	42,033	43,801	45,568	47,331	48,628
Asst. Animal Control Officer	12.01	12.63	13.25	14.49	15.21	15.98	16.56
Assistant Tax Assessor	51,534	53,362	55,127	56,895	58,661	60,429	62,847
Assistant Zoning Officer	49,139	50,891	52,672	54,440	56,206	57,973	59,740
Building Inspector	59,728	61,494	63,262	65,028	66,796	68,563	70,329
Clerk Typist	27,283	29,051	30,818	32,585	34,350	36,119	37,886
Computer Service Technician	51,534	53,362	55,127	56,895	58,661	60,429	62,847
Dep. Municipal Court Adminis	33,257	35,024	36,790	38,558	40,325	42,254	43,859
Electrical Sub-Code Official	28.41	29.91	31.48	33.14	34.88	36.71	38.65
Engineering Aide	36,842	38,532	41,263	41,915	43,606	45,293	46,534
Fire Protection Inspector	23.84	24.39	26.05	31.40	33.31	34.54	36.34
Fire Protection Sub-Code Off.	23.84	24.39	26.05	31.40	33.31	34.54	36.34
Motor Vehicle Oper./Eld. & Hcp	12.01	12.63	13.25	14.49	15.21	15.98	16.56
Park Ranger	33,416	35,525	36,966	38,743	40,517	42,456	44,069
Planning Aide	49,139	50,891	52,671	54,440	56,207	57,972	59,741
Police Records Clerk	31,675	33,441	35,210	36,973	38,740	40,507	42,274
Plumbing Sub-Code Official	28.41	29.91	31.48	33.14	34.88	36.71	38.65
Principal Clerk Typist	34,921	36,776	38,628	40,486	42,341	44,367	46,052
Public Safety							
Telecommunicator	36,665	39,059	41,453	43,847	46,240	48,634	51,028
Public Works Inspector	44,569	46,336	48,103	49,871	51,637	53,405	55,171
Receptionist	27,283	29,051	30,818	32,585	34,350	36,119	37,886
Recreation Program Coordinator	36,665	38,432	40,199	42,257	43,734	45,500	47,436
Sanitary Inspector - 1	59,728	61,494	63,262	65,028	70,329	-	-
Sanitary Inspector - 2	41,010	43,449	45,887	48,327	50,765		
Senior Account Clerk	33,441	35,487	37,535	39,581	41,629	43,675	45,726
Senior Clerk Typist	33,257	35,024	36,790	38,558	40,325	42,254	43,859
Senior Police Records Clerk	33,257	35,024	36,790	38,558	40,325	42,254	43,859
Youth Opportunity Coordinator	46,797	48,564	50,332	52,099	53,866	55,632	57,401
Youth Services Worker	12.01	12.63	13.25	14.49	15.21	15.98	16.56

SECTION 3.

The salaries and wages for the following positions within the Township of Montville for the year 2008 shall be:

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Account Clerk	33,021	34,862	36,706	38,545	40,387	42,229	44,071
Administrative Clerk	38,224	40,719	43,178	45,388	46,975	48,871	50,950
Administrative Clerk, Wtr. & Swr	38,224	40,719	43,215	45,710	48,205	50,701	53,196
Animal Control Officer	40,136	41,977	43,819	45,662	47,505	49,343	50,694
Asst. Animal Control Officer	12.52	13.17	13.81	15.11	15.85	16.66	17.27
Assistant Tax Assessor	53,724	55,630	57,470	59,313	61,154	62,997	65,518
Assistant Zoning Officer	51,227	53,054	54,910	56,754	58,595	60,437	62,279
Building Inspector	62,267	64,107	65,951	67,792	69,635	71,477	73,318
Clerk Typist	28,442	30,285	32,128	33,970	35,810	37,654	39,496
Computer Service Technician	53,724	55,630	57,470	59,313	61,154	62,997	65,518
Dep. Municipal Court Adminis	34,670	36,513	38,353	40,197	42,039	44,050	45,723
Electrical Sub-Code Official	29.62	31.18	32.82	34.54	36.36	38.27	40.29
Engineering Aide	38,408	40,170	43,017	43,697	45,459	47,218	48,511
Fire Protection Inspector	24.85	25.43	27.16	32.73	34.72	36.01	37.88
Fire Protection Sub-Code Off.	24.85	25.43	27.16	32.73	34.72	36.01	37.88
Motor Vehicle Oper./Eld. & Hcp	12.52	13.17	13.81	15.11	15.85	16.66	17.27
Park Ranger	34,836	37,035	38,537	40,389	42,239	44,261	45,942
Planning Aide	51,227	53,054	54,910	56,753	58,595	60,436	62,280
Plumbing Sub-Code Official	29.62	31.18	32.82	34.54	36.36	38.27	40.29
Police Records Clerk	33,021	34,862	36,706	38,545	40,387	42,229	44,071
Principal Clerk Typist	36,405	38,339	40,270	42,207	44,140	46,253	48,009
Public Safety							
Telecommunicator	38,224	40,719	43,215	45,710	48,205	50,701	53,196
Public Works Inspector	46,464	48,306	50,148	51,991	53,832	55,675	57,516
Receptionist	28,442	30,285	32,128	33,970	35,810	37,654	39,496
Recreation Program Coordinator	38,224	40,066	41,908	44,053	45,593	47,434	49,452
Sanitary Inspector - 1	62,267	64,107	65,951	67,792	73,318	-	-
Sanitary Inspector - 2	41,010	43,449	45,887	48,327	50,765		
Senior Account Clerk	34,862	36,995	39,130	41,263	43,398	45,532	47,669
Senior Clerk Typist	34,670	36,513	38,353	40,197	42,039	44,050	45,723
Senior Police Records Clerk	34,670	36,513	38,353	40,197	42,039	44,050	45,723
Youth Opportunity Coordinator	48,786	50,628	52,471	54,313	56,155	57,996	59,841
Youth Services Worker	12.52	13.17	13.81	15.11	15.85	16.66	17.27

SECTION 4.

Municipal Employees covered by this ordinance shall be entitled to holidays with pay as may be designated by Resolution of the Township Committee.

SECTION 5.

All full-time Employees covered by this Ordinance are entitled to three (3) Personal Days per year in accordance with the "Personnel Policies and Procedures for Employees of the Township of Montville," effective August 7, 1990, and including all amendments which is on file for public inspection in the Municipal Clerk's Office.

SECTION 6.

Vacation time shall be granted to full-time and part-time Employees covered by this ordinance in accordance with the Regulations of the Resolution "Providing for Personnel Rules and Regulations for Employees of the Township of Montville," effective August 7, 1990, and including all amendments which is on file for public inspection in the Municipal Clerk's Office.

SECTION 7.

All full-time employees who are authorized to use a personal motor vehicle in the performance of their Township duties will be reimbursed at a rate of twenty-six cents (\$0.26) per mile.

SECTION 8.

All Ordinances or parts of Ordinances inconsistent herewith are hereby expressly repealed and particularly the Ordinances as above entitled, which formally governed the establishment of compensation for Township officers and employees as amended and including the year 2005 are expressly repealed.

SECTION 9.

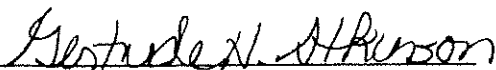
Wherever in this Ordinance Salary Ranges are provided, the salary shall be determined by the Township Administrator.


SECTION 10.

This Ordinance shall take effect as provided by law.

ATTEST:

TOWNSHIP OF MONTVILLE


Gertrude H. Atkinson, Township Clerk


Stephen Moscone, Mayor

Introduced: January 10, 2006
Public Hearing: January 24, 2006
Adopted: January 24, 2006