

TOWNSHIP OF MONTVILLE

RESOLUTION NO. 2010

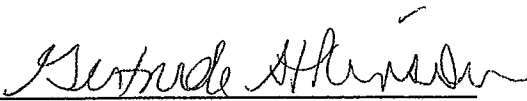
RESOLUTION AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWNSHIP OF MONTVILLE AND MORRIS COUNCIL NO. 6, NJCSA, IFPTE, AFL-CIO (BLUE COLLAR UNIT)

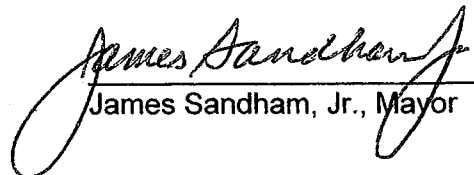
WHEREAS the Township of Montville and Morris Council No. 6, NJCSA, IFPTE, AFL-CIO have engaged in collective bargaining pursuant to N.J.S.A. 34:13A-1 et. seq.; and

WHEREAS, the Township of Montville desires to enter into a Collective Bargaining Agreement with Morris Council No. 6, NJCSA, IFPTE, AFL-CIO (Blue Collar Unit) for the years 2008, 2009, 2010, and 2011;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Montville, County of Morris and State of New Jersey, that the Mayor be and is hereby authorized to sign the Collective Bargaining Agreement with Morris Council No. 6, NJCSA, IFPTE, AFL-CIO (Blue Collar Unit) that is hereto attached.

Adopted: June 22, 2010


Gertrude Atkinson, Township Clerk


James Sandham, Jr., Mayor

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

JANUARY 1, 2008 - DECEMBER 31, 2011

Prepared by:
Fox and Fox, LLP
70 South Orange Ave
Livingston, NJ 07039

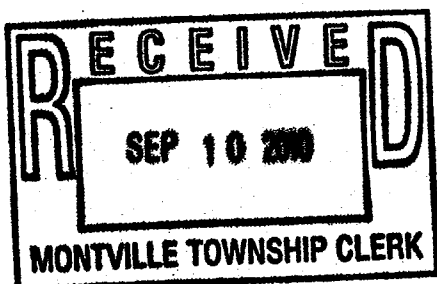


TABLE OF CONTENTS

Preamble 1

ARTICLE 1: Recognition and Scope 2

ARTICLE 2: Vacation 2

ARTICLE 3: Holidays 5

ARTICLE 4: Sick Leave..... 6

ARTICLE 5: Storm Days and Emergencies 8

ARTICLE 6: Working Hours, Work Week and Overtime 9

ARTICLE 7: Health Benefits..... 9

ARTICLE 8: Personal Leaves 10

ARTICLE 9: Township Rights and Responsibilities..... 12

ARTICLE 10: Public Employees Committee..... 12

ARTICLE 11: Agreement Not to Strike 12

ARTICLE 12: General Provisions 12

ARTICLE 13: Posting of Non-Supervisory Position Vacancies 13

ARTICLE 14: Call Outs 14

ARTICLE 15: Grievance Procedure..... 14

ARTICLE 16: Salaries..... 16

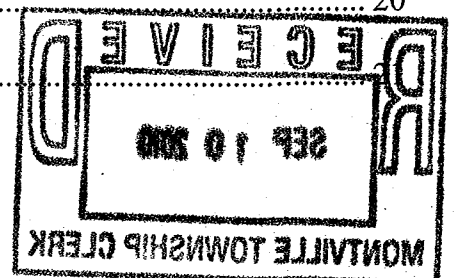
ARTICLE 17: Application of Benefits 16

ARTICLE 20: Association Rights 19

ARTICLE 21: Clothing and Dinner Allowance 20

ARTICLE 22: Non-Discrimination 20

ARTICLE 25: Duration 20



AGREEMENT

Preamble

This Agreement made and entered this 22nd day of June, 2010, by and between the Township of Montville, in the County of Morris, New Jersey, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Township" and Morris Council No. 6, N.J.C.S.A., IFPTE, AFL-CIO, hereinafter referred to as the "Association", is the final and complete understanding between the Township and the Association on all bargainable issues and as such will serve to promote and maintain a harmonious relationship between the Township and those of its employees who are subject to this Agreement in order that more efficient and progressive public service be rendered.

ARTICLE 1: Recognition and Scope

Section 1:

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

Section 2:

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

Section 3:

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

ARTICLE 2: Vacation

Section 1:

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

- a. after completing the 1st year of employment and up to and through the completion of the 7th year of employment: 13 working days;
- b. starting the 8th year of employment, and up to and through the completion of the 8th year of employment: 14 working days;
- c. starting the 9th year of employment, and up to and through the completion of the 10th year of employment: 15 working days;
- d. starting the 11th year of employment, and up to and through the completion of the 11th year of employment: 16 working days;

- e. starting the 12th year of employment, and up to and through the completion of the 12th year of employment: 17 working days;
- f. starting the 13th year of employment, and up to and through the completion of the 13th year of employment: 18 working days;
- g. starting the 14th year of employment, and up to and through the completion of the 14th year of employment: 19 working days;
- h. starting the 15th year of employment, and up to and through the completion of the 17th year of employment: 20 working days;
- i. starting the 18th year of employment, and up to and through the completion of the 20th year of employment: 21 working days;
- j. starting the 21st year of employment, and up to and through the completion of the 25th year of employment: 23 working days; and
- k. starting the 26th year of employment, and thereafter: 25 working days.

Section 1.1

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

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

- 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;
- d. Starting the 21st year of employment, and thereafter: 25 days per year.

Section 2:

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

Section 3:

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

Section 4:

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

Section 5:

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

Section 6:

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

Section 7:

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

Section 8:

In the event an employee is on vacation and becomes ill and is under a doctor's care or is hospitalized, his/her vacation shall be terminated and he/she shall be placed on sick leave, if

same is available, at the employee's option, provided the employee properly notifies the Township.

Section 9:

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

Section 10:

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

ARTICLE 3: Holidays

Section 1:

Employees shall be granted the following paid holidays.

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

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

Section 2:

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

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

Section 3:

Each employee shall be compensated for each recognized holiday at his/her regular rate of pay. Employees shall be paid at the rate of double time for each hour worked on the following holidays: New Years Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and

Christmas Day. If an employee is required to work on Sunday or any other holiday designated under Section 1 of this Article, he/she shall be compensated at the rate of one and one half time for each hour worked.

Section 4:

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

Section 5:

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

Section 6:

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

Section 7:

The 2005 holiday schedule shall include December 31, 2004 and a floating holiday in 2005. Employees seeking to use a floating holiday in 2005 shall submit a request as soon as possible but no later than two (2) days in advance.

ARTICLE 4: Sick Leave

Section 1:

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

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

Section 2:

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

deducted from his/her final pay, for each day of sick leave taken in excess of the number to which he/she was entitled.

Section 3:

In the event of an absence under this Article, each employee is required, to the extent practicable, to notify his/her supervisor at least one hour before starting time, on each day of absence, giving the specific reason for the absence.

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

Section 4:

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

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

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

Section 5:

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

suspects abusive illness exists, the Township shall have the right to demand a physician certification of illness, notwithstanding the five (5) day limitation.

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

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

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

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

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

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

ARTICLE 5: Storm Days and Emergencies

Section 1:

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

Section 2:

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

ARTICLE 6: Working Hours, Work Week and Overtime

Section 1:

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

Section 2:

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

Section 3:

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

Section 4: Flex-Time

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

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

ARTICLE 7: Health Benefits

Section 1:

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

Effective January 1, 2010, employees hired after January 1, 2010, subject to applicable law and regulations, shall pay 7.5% of the premium cost for health insurance up to a maximum of 1.5% of salary or \$75 per month, whichever is less.

In addition an amount equal to 50% of the 2010 across-the-board salary increase of 3.0% will be deducted from each current and newly hired employee's retro and bi-weekly pay in the

form of an insurance contribution for 2010 only. If eligible, the insurance contribution will be pre-tax. This provision shall sunset on December 31, 2010.

The Township agrees that there shall be no layoffs or demotions of full-time bargaining unit employees in 2010. In the event of a layoff/demotion of a full-time bargaining unit employee in 2010, employees will be entitled to a reimbursement for any insurance contribution paid in accordance with the paragraph above. This provision shall sunset on December 31, 2010.

Section 2:

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

Section 3:

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

Section 4:

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

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

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

Section 5:

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

ARTICLE 8: Personal Leaves

Section 1: Jury Duty

Each employee shall be allowed leave with pay, if required for jury duty. A written request for such leave shall be given by the employee to his/her Department Head at least two (2) weeks in advance, if practicable. When granted said leave, an employee shall receive the difference between the pay received for jury duty and the employee's wages for the leave period.

An employee called for jury duty shall be required to return to work when not actively serving on a jury or when released provided he or she is released prior to 12:00 noon.

Section 2: Military Leave

Military leave shall be provided as required by law.

Section 3: Bereavement Leave

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

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

Section 4: Maternity Leave

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

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

Section 5: Other Leaves

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

Section 6: Personal Days

All employees shall be granted three personal days at the beginning of each calendar year in anticipation of continued employment. Personal days shall not be cumulative. An employee will earn one-half (½) day for each month of work up to a maximum of three (3) days.

Section 7: Safety Incentive Day

Each employee shall receive an additional day off per year, for each year that the entire Department of Public Works experiences one full year without a lost-time workers compensation accident. The definition of a year is three hundred sixty five (365) days from the last lost time accident. The Safety Incentive Day shall be prorated for employees who are new hires, resign or retire.

ARTICLE 9: Township Rights and Responsibilities

Section 1:

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

ARTICLE 10: Public Employees Committee

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

ARTICLE 11: Agreement Not to Strike

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

ARTICLE 12: General Provisions

Section 1:

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

Section 2:

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

Section 3:

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

Section 4: General Information

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

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

Section 5:

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

ARTICLE 13: Posting of Non-Supervisory Position Vacancies

Section 1:

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

Section 2:

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

Section 3:

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

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

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

Section 4:

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

ARTICLE 14: Call Outs

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

ARTICLE 15: Grievance Procedure

Definitions:

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

2. An "aggrieved person" is the person or persons making the claim.

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

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

The procedure shall be as follows:

Step 1. An aggrieved person shall notify his/her immediate supervisor in writing of the nature of the grievance within ten (10) work days of the event giving rise to the grievance. The grievance shall contain the following information: article of the contract alleged to be violated, action alleged to have caused violation, and remedy sought. If the grievance is against the immediate supervisor, the aggrieved employee may file a grievance directly at Step 2. Within five (5) workdays of the receipt of the notice, the immediate supervisor shall meet with the aggrieved person and attempt to adjust or resolve such grievance. The immediate supervisor shall render his decision, in writing, within five (5) days after such meeting.

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

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

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

Should the Township Administrator not render a decision within the ten (10) work day time period subsequent to the meeting with the grievant, the Association shall notify the Township Administrator in writing of the deadline. The Township Administrator shall have five (5) workdays from the notice to render a written decision. Should the Township Administrator fail to act on said notice within the five (5) workdays, the grievance shall be considered to be 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) days after receipt of the Township Administrator's decision, notify the Township Administrator, in writing, that the Association wishes to take the matter to binding arbitration. The arbitrator shall have the authority to rule on grievances which concern the interpretation, application, or alleged violation of this Agreement, Township policies and/or administrative decisions affecting terms and conditions or employment.

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

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

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

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

ARTICLE 16: Salaries

Section 1:

1. Effective January 1, 2008, and retroactive to that date, there shall be a 3.0% across-the-board increase in base salary.

2. Effective January 1, 2009, there shall be a 3.0% retroactive across-the-board increase in 2008 base pay.

3. Effective January 1, 2010, there shall be a 3.0% retroactive across-the-board increase in 2009 base pay..

4. Effective January 1, 2011, there shall be a 2.5% retroactive across-the-board increase in 2010 base pay.

5. Effective January 1, 2005 the titles of Truck Driver II and Truck Driver I shall be consolidated into the single title of Truck Driver in accordance with the salary guide attached hereto. The Truck Driver salary guide shall be subject to the above referenced base salary and step increases. Effective January 1, 2005, the titles of Mechanic II and Mechanic shall be consolidated into the single title of Mechanic in accordance with the salary guide attached hereto. The Mechanic salary guide shall be subject to the above referenced base salary and step increases.

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

Section 2: Out-of Title Work

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

ARTICLE 17: Application of Benefits

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

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

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

ARTICLE 18: Association Membership Dues Deduction

Section 1:

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

Section 2:

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

Section 3:

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

Section 4:

The Association shall indemnify, defend, and save the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the Association.

Section 5:

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

ARTICLE 19: Association Security

Section 1:

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

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

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

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

Section 2:

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

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

Section 3:

If an employee who is required to pay a representation fee terminates his or her employment with the Township before the Association has received the full amount of the

representation fee to which it is entitled under this Article, the Township will deduct the unpaid portion of the fee from the last paycheck to said employee during the membership year in question.

Section 4:

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

Section 5:

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

Section 6:

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Township will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees. The Township further agrees to notify the Association in the event dues for an employee cannot be deducted from the designated salary and the reason 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. 52:14-15.9e). The Township's compliance with this procedure shall release the Township from any further liabilities and the Township shall not be a party to any litigation resulting from an individual's challenge of this Article of the Agreement.

ARTICLE 20: Association Rights

It is recognized by the parties to this Agreement that the responsibility of handling grievances, administering this contract, and disposing of disputes which may arise, is a duty of

the Association. It may be necessary for certain officers and representatives of the Association to attend these matters during the Township's hours of operation. The right to conduct business by these representatives on Township time is recognized as follows:

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

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

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

ARTICLE 21: Clothing and Dinner Allowance

Section 1: Clothing Allowance

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

Effective January 1, 2005, a uniform allowance of \$500.00 shall be implemented in lieu of reimbursement. The allowance shall be paid in 2005 upon adoption of the budget. In 2006 and thereafter, the allowance shall be paid in the second pay in January of each year.

Section 2: Dinner Allowance

Employees shall be reimbursed up to \$8.00 for dinner allowance if an employee is required to work an additional eight hours for all emergency work. Reimbursement shall be made after the employee presents a receipt to the Township.

ARTICLE 22: Non-Discrimination

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

ARTICLE 23: Personnel Manual

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

ARTICLE 24: Duration

This Agreement shall be in full force and effect as of the first day of January, 2008 and shall remain in full force and effect through the thirty-first day of December, 2011. This Agreement shall continue in effect from year to year after December 31, 2011 subject to modification or termination by either party upon written notice.

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

ATTEST:

Gertrude Atkinson

TOWNSHIP OF MONTVILLE

By: James Sandham Jr

ATTEST:

[Signature]

MORRIS COUNCIL NO. 6, NEW JERSEY
CIVIL SERVICE ASSOCIATION

By: Elizabeth Sutula

Handwritten text, possibly a signature or name, located in the center of the page.

TOWNSHIP OF MONTVILLE

ORDINANCE NO. 2010 - 22

**AN ORDINANCE ESTABLISHING THE RATE OF SALARY, WAGE OR
COMPENSATION OF EMPLOYEES OF THE DEPARTMENTS OF PUBLIC
WORKS AND WATER AND SEWER IN THE TOWNSHIP OF MONTVILLE,
IN THE COUNTY OF MORRIS**

SECTION 1. Salaries for employees of the Public Works and Water and Sewer
Departments for the year 2008

Title	1	2	3	4	5	6	7
Building Maintenance Worker	33,922	38,743	40,431	42,142	43,844	45,539	47,241
Equipment Operator II	50,170	51,870	53,570	55,270	56,970	58,670	60,369
Laborer	33,922	38,743	40,431	42,142	43,844	45,539	47,241
Mechanic	50,126	52,653	55,227	56,993	59,440	61,141	62,840
Mechanic Helper	45,024	46,726	48,426	50,126	51,825	53,527	55,227
Supervising Mechanic	55,273	57,057	59,107	60,630	62,413	64,198	65,982
Truck Driver	40,595	42,294	43,994	45,694	48,877	51,383	53,081
Water & Sewer Repairer I	50,170	51,870	53,570	55,270	56,970	58,670	60,369
Water & Sewer Repairer II	38,793	40,595	42,294	43,994	45,694	47,395	49,107
Water Meter Reader & Repairer	52,640	54,498	56,041	57,740	59,440	61,141	62,840

SECTION 2. Salaries for employees of the Public Works and Water and Sewer
Departments for the year 2009

Title	1	2	3	4	5	6	7
Building Maintenance Worker	34,940	39,906	41,644	43,407	45,159	46,906	48,658
Equipment Operator II	51,675	53,426	55,177	56,928	58,679	60,430	62,180
Laborer	34,940	39,906	41,644	43,407	45,159	46,906	48,658
Mechanic	51,630	54,232	56,883	58,703	61,223	62,975	64,726
Mechanic Helper	46,375	48,128	49,879	51,630	53,380	55,133	56,883
Supervising Mechanic	56,931	58,769	60,880	62,449	64,285	66,124	67,961
Truck Driver	41,813	43,563	45,314	47,065	50,343	52,924	54,673
Water & Sewer Repairer I	51,675	53,426	55,177	56,928	58,679	60,430	62,180
Water & Sewer Repairer II	39,957	41,813	43,563	45,314	47,065	48,817	50,581
Water Meter Reader & Repairer	54,219	56,133	57,723	59,472	61,223	62,975	64,726

SECTION 3.Salaries for employees of the Public Works and Water and Sewer
Departments for the year 2010

Title	1	2	3	4	5	6	7
Building Maintenance Worker	35,988	41,103	42,893	44,709	46,514	48,313	50,118
Equipment Operator II	53,226	55,029	56,833	58,636	60,440	62,243	64,046
Laborer	35,988	41,103	42,893	44,709	46,514	48,313	50,118
Mechanic	53,179	55,859	58,590	60,464	63,060	64,864	66,667
Mechanic Helper	47,766	49,572	51,376	53,179	54,982	56,787	58,590
Supervising Mechanic	58,639	60,532	62,706	64,322	66,214	68,107	70,000
Truck Driver	43,068	44,870	46,674	48,477	51,853	54,512	56,314
Water & Sewer Repairer I	53,226	55,029	56,833	58,636	60,440	62,243	64,046
Water & Sewer Repairer II	41,155	43,068	44,870	46,674	48,477	50,282	52,098
Water Meter Reader & Repairer	55,846	57,817	59,454	61,256	63,060	64,864	66,667

SECTION 4.Salaries for employees of the Public Works and Water and Sewer
Departments for the year 2011

Title	1	2	3	4	5	6	7
Building Maintenance Worker	36,888	42,130	43,965	45,827	47,677	49,521	51,371
Equipment Operator II	54,556	56,404	58,254	60,102	61,951	63,799	65,647
Laborer	36,888	42,130	43,965	45,827	47,677	49,521	51,371
Mechanic	54,508	57,256	60,055	61,975	64,637	66,486	68,334
Mechanic Helper	48,961	50,811	52,660	54,508	56,356	58,207	60,055
Supervising Mechanic	60,105	62,045	64,274	65,930	67,869	69,810	71,750
Truck Driver	44,144	45,991	47,840	49,689	53,150	55,875	57,722
Water & Sewer Repairer I	54,556	56,404	58,254	60,102	61,951	63,799	65,647
Water & Sewer Repairer II	42,184	44,144	45,991	47,840	49,689	51,539	53,400
Water Meter Reader & Repairer	57,242	59,263	60,941	62,787	64,637	66,486	68,334

SECTION 5.

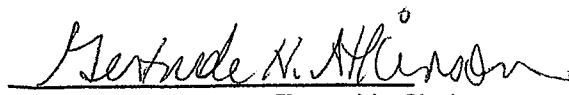
- A. In addition, an amount equal to 50% of the 2010 across-the-board salary increase of 3.0% will be deducted from each current and newly hired employee's retro and bi-weekly pay in the form of an insurance contribution for 2010 only. If eligible, the insurance contribution will be pre-tax. This provision shall sunset on December 31, 2010.

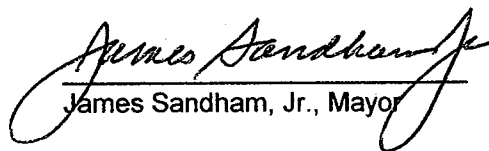
SECTION 6.

This ordinance shall take effect as provided by law.

ATTEST:

TOWNSHIP OF MONTVILLE


Gertrude H. Atkinson, Township Clerk


James Sandham, Jr., Mayor

Introduced: June 9, 2010
Public Hearing: June 22, 2010
Adopted: June 22, 2010

Adm

Joyce

FLV

Liz

ADAM