

AGREEMENT

Between

The Township of Downe

And

AFSCME NJ

LOCAL 3779-G

January 1, 2018 Through December 31, 2022



**Addendum to the current Collective Bargaining Agreement
between The Township of Downe and
AFSCME NJ, Local 3779-G**

This Addendum is made part to the current contract between AFSCME NJ, Local 3779-G and the Township of Downe dated January 1, 2018 through December 31, 2022. The employment contract is and made a part of this document. The parties, for good consideration, agree as follow:

PREAMBLE: language change see attached.

3% Salary increase each year of the Contract.

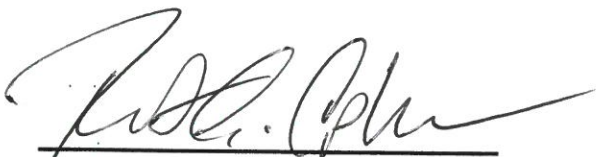
Management/Township to purchase uniforms for All employees.

ARTICLE XXIV- GENERAL PROVISIONS

SECTION D: Language change Section will read: Township employees who are active members of Downe Township Station 39 or Dividing Creek Fire Department, may respond to an emergency call during regular work hours without any loss of pay only if responding to an emergency call in Downe Township, provided that if there are adequate other personnel of such squads able to respond, Township employee may return to work.

SECTION F: Paragraph 4 Add language New Hires will be reimbursed after (1) one full year of employment.

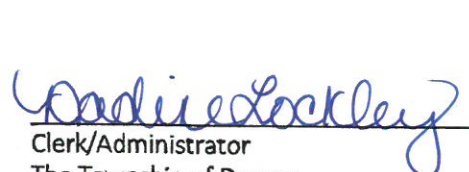
Road Department: SECTION 2: Remove current language and replaced with following language: (2) pair of Winter Pants purchased by Township.



Mayor
The Township of Downe
DATE: January 16, 2018



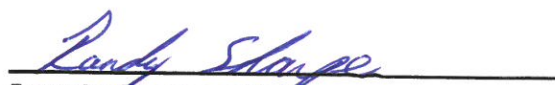
Chapter Chair
AFSCME NJ Local 3779-G
DATE: 1-25-2018



Clerk/Administrator
The Township of Downe
DATE: January 16, 2018



Staff Representative AFSCME NJ
DATE: 1-22-18



Executive Director or Designee
AFSCME NJ
DATE: 01-22-2018

AGREEMENT BETWEEN
THE TOWNSHIP OF DOWNE
CUMBERLAND COUNTY
NEW JERSEY

AND

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO
DISTRICT COUNCIL 71
LOCAL 3779G

Effective January 1, 2012 - December 31, 2017

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PREAMBLE

This Agreement, entered into this first day of January, 2012 by and between the Township of Downe, hereinafter called the "Township", and Local 3779G, which is affiliated with District Council 71 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called "Union", has as its purpose the promotion of harmonious relations between the Township and Union; the establishment of an equitable procedure for the resolution of grievances and the establishment of rates of pay, hours of work and other conditions of employment; and represents the complete and final understanding on all bargainable issues between the Township and Union.

ARTICLE I - RECOGNITION

The employer recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all its employees in the classifications listed in Article XVIII, which is part of this Agreement or any newly- created positions within the parameters of the Union's certification.

ARTICLE II - CHECK-OFF

- A. The Township agrees to deduct from the salaries of its employees, who sign the appropriate card, subject to this Agreement, dues for AFSCME District Council 71. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-16-9e, as amended and members shall be eligible to withdraw such authority during July of each year.
- B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and verified by the Treasurer of the Council, during the month following the filing of such card with the Township.
- C. The aggregate deductions from all employees shall be remitted to the Treasurer of the Council, together with the list of names of all employees for whom the deductions were made by the fifteenth (15th) day of the succeeding month after such deductions were made.
- D. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the local Union shall furnish the Township with written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township an official notification on letterhead of the local Union and signed by the President of the local Union, advising of such changed deduction.
- E. The Union will provide the necessary "check-off" authorization form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township Treasurer.

ARTICLE III - AGENCY SHOP

- A. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.
- B. The deductions shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment.
- C. The fair share fee for services rendered by the Union shall be in the amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union but, in no event, shall the fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

ARTICLE IV - VACATIONS

A. All full-time employees shall be entitled to paid vacations on a calendar year basis, as below:

1. Vacation for the first and second years shall accumulate as follows:

- a. Five (5) days after the completion of one (1) full year.
- b. Ten (10) days after the completion of two (2) full years.
- c. For every two (2) months worked - one (1) day, up to a maximum of five (5) days for the first year and ten (10) days for the second year.

2. Vacation after completion of the third ^(3rd) year through completion of the seventh (7th) year shall accumulate as follows:

- a. Twelve (12) days after the completion of three (3) full years through the completion of seven (7) full years.
- b. One (1) day for each month worked up to a maximum of twelve (12) days.

3. Vacation after completion of eighth (8th) year shall accumulate as follows:

- a. Fifteen (15) days after the completion of eight (8) full years.
- b. One and a half (1.5) days per month worked up to a maximum of fifteen (15) days.

B. An employee shall be entitled to full vacation after the first full calendar year of work as of January 1st, of the subsequent calendar year, and for all subsequent years.

C. For new employees hired beginning January 1, 2014 Vacation days are as followed:

- a. Five (5) days after completion of one (1) year.
- b. Ten (10) days starting with year five (5).
- c. Fifteen (15) days starting with year ten (10).

- C. If a recognized holiday occurs on a regular working day during an employee's vacation, it will be regarded as a holiday and not a vacation day.
- D. Final approval of all vacation schedules shall be made by the Department Heads, based upon the manpower needs of the Department. Employees taking vacation for longer than one (1) week shall use reasonable efforts to request same at least fourteen (14) days in advance.
- E. Where, in any calendar year, the vacation, or any part thereof, is not granted by reason of pressure of Township business, such vacation periods or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year only. Any vacation days carried over into the next succeeding year shall be considered the first vacation days used in that succeeding year. All vacation time accumulated through the end of the calendar year must be used during the next calendar year, or lost.
- F. Any employee who terminates employment with the township shall be entitled to vacation time and/or vacation pay on a pro-rated basis. If excess vacation has been taken at the time of termination, it shall be repaid to the Township.
- G. Permanent part-time employees shall be entitled to vacation leave on a pro-rated basis determined by the percentage of permanent part-time employee's hours divided by full-time work week hours (Public Works - 40 hours, Office Staff - 35 hours).

ARTICLE V - HOLIDAYS

A. The following days are recognized as paid holidays. Twelve (12) days from this list may be selected by the majority choice of the employees. The Township shall be informed by the Union Representative of the days selected by January 1 of each year:

New Year's Day	Fourth of July
Martin Luther King Day	Labor Day
Presidents' Day	General Election Day
Good Friday	Veterans' Day
Thanksgiving Day	Day before Christmas
Day after Thanksgiving Day	Christmas Day
Memorial Day	Day after Christmas

B. Holidays which fall on a Saturday shall be celebrated on the preceding Friday.

C. Holidays which fall on a Sunday shall be celebrated on the following Monday.

D. Permanent part-time employees shall be entitled to receive holiday pay if a holiday falls during their normal work schedule.

E. Any employee required to work on a scheduled holiday shall be paid at a rate double the normal pay.

ARTICLE VI - SICK LEAVE

- A. Sick leave, for purposes herein, is defined to mean absence of any employee from duty because of personal illness which prevents their doing the usual duties of the position, exposure to contagious disease, or a short period of emergency attendance upon a member of their immediate family (as defined) who is seriously ill and requires the presence of the employee. Sick leave is to be taken only if the above conditions are satisfied.
- B. Immediate family is defined to include mother and father, mother and father-in-law, brother and sister, spouse, children and foster children of the employee who reside in the same home.
- C. Employees in the Township service, after the probationary period (90 days), shall be entitled to the following sick leave, with pay: 1. Twelve (12) working days per calendar year. For new employees hired beginning of January 1, 2014 sick days allowed will be six (6), with no buyout if not taken.
- D. If any employee is absent for any working time for reasons set forth in the above rule, the township or their designees may require acceptable medical evidence if it appears a pattern is developing. When an illness is of a chronic or recurring nature, causing occasional absences of one day or less, one proof of illness shall be required for every six (6) month period. The proof of illness must specify the nature of the illness and that it is likely to cause periodic absences from employment.

- E. Permanent part-time employees will be entitled to sick leave on a pro-rated basis determined by the percentage of permanent part-time employee's hours divided by full-time work week hours (Public Works - 40 hours, Office Staff 35 - hours).
- F. Sick leave shall be taken in at least one quarter day (1/4) increments.
- G. The employee may request a leave of absence in accordance with the New Jersey Family Leave Act or the Federal Family and Medical Leave Act in concurrence with the use of sick, personal and vacation leave.
- H. Employees shall be compensated for unused sick days as follows:
 - 1. Employer shall pay employee for unused sick days for each year at the rate of one half the normal pay for each sick day not taken. Sick days shall not be accumulated beyond the year earned.

ARTICLE VII - PERSONAL DAYS

- A. Employees are authorized three (3) days personal leave, with pay, per year. Unused days are not cumulative from year to year and must be taken in the year given or forfeited. For new employees hired beginning January 1, 2014 personal days allowed will be two (2).
1. During the first calendar year of employment, the employee shall be entitled to one (1) day of personal leave for each four (4) month period worked. For new employees hired beginning January 1, 2014 during the first calendar year of employment, the employee shall be entitled to one (1) day of personal leave after six (6) months and the other day after nine (9) months with no payout if not used. Subsequent to the initial year, personal days will be credited on January 1 of each calendar year.
 2. Thereafter, personal leave days shall be credited at the beginning of each calendar year.
 3. Permanent part-time employees shall be authorized personal leave on a prorated basis determined by the percentage of permanent part-time employee's hours divided by full-time work week hours (Public Works - 40 hours, Office Staff - 35 hours).
 4. Personal days shall not be accumulated beyond the year in which they are earned.
- B. An employee who plans to use a personal day shall notify the Department Head or designated representative by telephone, in person, or in writing. The employee will make a good faith effort to give such notice at least one (1) week in advance, unless the need for the personal day is unforeseen.

ARTICLE VIII - BEREAVEMENT LEAVE

- A. In the event of death of the employee's spouse, child, parent, or civil union partner permanent employees shall be granted time off, without loss of pay but, in no event, shall said leave exceed three (3) working days.
- B. Permanent part-time employees shall be authorized bereavement leave on a prorated basis determined by the percentage of permanent part-time employee's hours divided by full-time work week hours (Public Works - 40 hours, Office Staff - 35 hours).

ARTICLE IX - LEAVE WITHOUT PAY

A. The Township may grant the privilege of leave of absence without pay for reasonable reasons upon approval of the Township Committee to a permanent employee for a period not to exceed six (6) months, by formal action of the Department Head, with approval of the Township Committee. All leaves of absence shall be in writing or will not be considered official and binding.

ARTICLE X - TEMPORARY DISABILITY LEAVE

- A. Any full-time or permanent part-time employee may request a leave of absence in accordance with the New Jersey Family Leave Act or the Federal Family and Medical Leave Act in concurrence with the use of sick, personal and vacation time.

ARTICLE XI - CHILDBIRTH LEAVE

- A. Any full-time or permanent part-time employee may request a childbirth leave in accordance with the New Jersey Family Leave Act or the Federal Family and Medical Leave Act in concurrence with use of sick, personal and vacation time.

ARTICLE XII - JURY DUTY

A. In the event that an employee is called to jury duty, he/she will be granted time off, with pay, as the Court requires. Absence from work will not be counted against regular vacation period, sick leave or personal leave accumulation. The employee will be paid only for that time actually required to serve on jury duty. If dismissed from jury service with at least one half (1 / 2) of a working day remaining, the employee must report to work.

ARTICLE XIII - MILITARY LEAVE

- A. Any full-time employee who is a member of the National Guard or Reserve components of the military or naval service of the United States and is required to perform active duty for training periods, shall be granted a leave of absence, with pay, for the period of such training. The amount of such paid leave, unless the employee elects to use his annual vacation leave, shall be the difference between the employee's salary for the leave period and the amount of money received from the State or Federal Government for such service. Employees shall provide proof of such payment prior to receiving military leave pay.
- B. Employees must present official certification to their Department Head immediately upon receipt of call to duty.

ARTICLE XIV - INSURANCE

- A. All permanent full-time employees of the Township (Public Works: 40 hours per week; Office Staff: 35 hours per week, shall be considered full time) will be provided with health insurance that is comparable to the lowest current offering in the New Jersey State Health Benefits Plan, paid for in full, by the Township for the employee and family eligible under such coverage. The Township has the right to substitute substantial similar coverage. In addition, the Township will also provide a life insurance benefit for each permanent full-time employee in the amount of Ten Thousand (\$10,000.00) Dollars or at the Township's option, the death benefit under PERS, if so qualified, which will satisfy this requirement.
- B. The Township will supply a prescription drug plan that is comparable to the lowest current offering in the New Jersey State Health Benefits Plan.
- C. Any employee who is eligible for insurance coverage as a dependent of the employee's spouse's employment with a public or private employer may waive coverage under the municipality's plan. In consideration of filing such waiver, the employer shall pay to the employee twenty-five (25) percent of the cost to the municipality for the single coverage on that municipal employee. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage, if the employee ceases to be covered through the employee's spouse for any reason including, but not limited to, the retirement or death of the spouse or divorcee.
- D. Employees regularly working at least twenty (20) hours per week, who were receiving medical benefits prior to the signing of this Agreement, shall continue to receive full benefits (family coverage).

ARTICLE XV - WORKER'S COMPENSATION

A. When an employee sustains a job-related injury, he/she is to receive his/her salary from the Township. He/she agrees to endorse over to the Township all monies reimbursed to him/her by Worker's Compensation, while on temporary disability. In the event employees cannot return to work within six (6) months, the employee may be terminated and this payment will cease.

ARTICLE XVI - WORK WEEK/OVERTIME

- A. The normal working week shall consist of the presently scheduled hours for the employees of the Administrative Offices or as deemed necessary by the Township.
- B. The normal working week for the Road Department employees shall be Monday through Friday, 40 hours per week. The normal working week for the Convenience Center shall be Wednesday and Saturday, 12 hours per week. The normal working week for office employees shall be Monday through Friday, 35 hours per week (40 hours per week with a 1 hour lunch break).
- C. Employees shall be paid biweekly.
- D. All hours worked in excess of a forty (40) hour work week or eight (8) hours per day for all employees, other than salaried employees, shall be considered overtime and shall be compensated at the rate of one and one-half ($1\frac{1}{2}$) their regular hourly rate of pay.
- E. Double time of the employee's regular rate of pay shall be paid for all work performed under any of the following conditions:
- All work performed on Sunday
 - For Holidays
- F. All overtime will be paid in accordance with the salary agreed upon for the current year of the Agreement.
- G. Time paid for (whether or not worked but, not including overtime) will be considered as time worked for the purpose of computing overtime pay in accordance with this Article.

- H. Insofar as practicable, overtime shall be distributed as equally as possible among employees with the same qualifications. Overtime will be rotated among qualified employees with the more senior employee being given the opportunity of working such overtime first, then to the next in seniority, on a rotating basis, provided the employees has the ability to perform the work required.
- I. An employee shall have the option of receiving compensatory time, as opposed to receiving overtime pay for overtime hours worked. The accumulation and usability of hours shall be consistent with the provisions of the Fair Labor Standards Act, 29 USC Section 201, et seq.
- J. If an employee is assigned from a different department or job position on a temporary basis, the employee will be compensated at the regular rate of pay for the position being filled, unless the employee's regular rate of pay is greater.
- K. It shall remain the Township's prerogative to determine if, and when, overtime work force shall be used.

ARTICLE XVII - CALL IN TIME

- A. Any employee in the Road Department, having completed his/her scheduled workday, and is dismissed at the end thereof, who is recalled to work on the same calendar day, prior to the beginning of the next scheduled shift, shall receive a minimum of two (2) hours pay at the overtime rate of time and one half. If an employee in the Road Department is called to work on an unscheduled Sunday or Holiday, he/ she shall be paid at the rate of double time, for the above-mentioned minimums.
- B. If the Court Clerk is called in to work, he/she shall receive their regular hourly rate of pay for all hours up to forty (40) hours per work week. Thereafter, they shall receive the overtime rate of time and one half.
- C. If an hourly employee is called in on a Holiday or Sunday, he/she shall be paid at their double time rate of pay for all hours worked.

ARTICLE XVIII - RATES OF PAY

All rates of pay shall be adjusted two percent (2%) over the base rates retroactive to January 1, 2012, 2013, 2014. The salaries of employees shall increase by two percent (2%) on January 1st of 2015, 2016 and 2017. All job openings are to be posted in-house first.

A. As of January 1, 2014 the following yearly salaries or hourly rates shall become effective:

S PER ANNUM	FROM:	TO:
Convenience Center Worker #1 (hourly)	\$8.25	10.76
Convenience Center Worker #2 (hourly)	\$8.25	10.35
Court Administrator	\$14,000	19,327.29
<u>Public Works Supervisor - 14.23</u>	25,000	34,500
General Road Laborer (hourly)	8.25	11.21
<u>Public Works Laborer</u>	21,500	31,500
Tax Collector	16,000	25,500
Tax Assessor	12,000	16,000
Housing and Zoning Officer	5,000	9,000
Emergency Management	1,500	3,000
Clerical (hourly)	8.25	12.00
Public Works Foreman	30,000	36,000

ARTICLE XIX - EDUCATION AND TRAINING

- A. The Township will pay for Employees voluntary educational training courses taken upon prior approval of the Township Committee.
- B. Training must be related to the required skill or education for the employee's current position.
- C. The Township will pay for the cost of tuition and textbooks for approved courses.
- D. The employee must successfully complete the course with a "C" average or above, or a certificate of completion. If employee fails to do so, the employee will reimburse the Township any costs incurred by the Township. Township has the right to withhold the reimbursement from the employee's pay.
- E. Employees shall be reimbursed and compensated for non-voluntary attendance at lectures, meetings, training programs and similar activities.
- F. The employer shall pay for all related costs (including, but not limited to, mileage at the prevailing New Jersey reimbursement rate as such may be changed from time to time, tolls, parking, tuition, registration and books) for attendance at approved courses.
- G. All Convenience Center employees shall attend one (1) training course on recycling in a year, with pay.

ARTICLE XX - GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of the Agreement and to resolve the grievances as soon as possible, so as to assure efficiency and promote employees' morale. The parties agree that this procedure shall be kept as informal as may be appropriate.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her Department Head.

B. Definition

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

C. Method

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety, unless any step is waived by mutual consent.

STEP ONE: The aggrieved, or the Union, shall institute action under the provisions hereof within thirty (30) working days after the event giving rise to the grievance has occurred, or knowledge thereof, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Department Head, if any, for the purpose of resolving the matter informally.

Failure to act within said thirty (30) working days shall be deemed to constitute an abandonment of the grievance.

STEP TWO: If no can be reached orally within five (5) working day of the initial discussion with the Department Head, the employee or the Union may present the grievance in writing to be received by the Department Head within twenty (20) working days. Failure to do so shall constitute an abandonment of the grievance. The Department Head will answer the grievance in writing within five (5) working days of receipt of the written grievance.

STEP THREE: If the employee or the Union wishes to appeal the decision of the *Department Head*, such appeal shall be presented in writing to the full Township Committee to be received by the Township within twenty (20) working days thereafter. Failure to do so shall constitute abandonment of the grievance. The Township Committee shall review the matter and make a determination in writing within ten (10) working days from receipt of the grievance.

STEP FOUR: If the grievance is not settled through the intervening steps, either party shall have the right to submit the dispute to arbitration. The dispute shall be submitted to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. Failure of the Union to do so within thirty (30) working day of the Township's written decision at Step Three shall constitute abandonment of the grievance. The cost for the services of the Arbitrator shall be borne equally by the Township and Union. No employee shall be denied his compensation for appearance as a witness in accordance with this Article. Any other expense, including but

not limited to, the presentation of a non-Township employee witness, shall be paid by the parties incurring the same.

- D. Upon prior notice to, and authorization of the Department Head, the designated Union Representative shall be permitted, as a member of the grievance committee, to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during working hours of employees, up to one (1) hour per employee, other than grievant, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township or require the recall of off-duty employees.
- E. Agents of the Union, who are not employees of the Township, may be permitted to visit the employees during the working hours at their work stations, for the purpose of discussing Union representation matters, as long as such right is reasonably exercised, and provided further that there is no undue interference with the Township work by such agents.
- F. The Township and the Union further agree to give reasonable consideration to a request by either party for meetings to discuss grievances pending at any step.
- G. Employees are entitled to Union representation at each and every step of the grievance procedure.
- H. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied.

ARTICLE XXI - UNION BUSINESS

- A. Whenever any employee of the Township who is a representative of the Union is mutually scheduled to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in regular pay or be charged for sick leave or vacation leave.
- B. Paragraph A shall not be interpreted to require meetings to be held during work hours and there shall be no compensation for meetings other than during regular working hours.

ARTICLE XXII - EQUAL TREATMENT

- A. The Township and the Union agree that there shall be no discrimination or favoritism shown for reasons of sex, age, nationality, race, religion, marital status, political affiliation, Union membership or Union activities.

ARTICLE XXIII - PROBATIONARY PERIOD

- A. All newly-hired employees will be on probation for the first ninety (90) days of employment.
- B. Employees, upon successful completion of the probationary period, shall be entitled to full Union and Township benefits, commencing after the ninety (90) day period.
- C. Probationary employees may be terminated at any time, without cause.
- D. Time during the probationary period shall not count in calculating any benefits including vacation, sick time and personal days.

ARTICLE XXIV - GENERAL PROVISIONS

- A. The Union shall have the use of the employee bulletin board for the posting of notices relating to meetings and official business of the Union.
- B. It is agreed that representatives of the Township and the Union will meet, from time to time, upon request of either party to discuss items of general interest or concern, which are not necessarily grievances, as such. Said meeting shall be initiated by written request of either party and precise agenda shall be established.
- C. The Township shall be responsible for copying this Agreement within twenty (20) days of its having been signed by all parties.
- D. Township employees who are active members of the Downe Township Rescue Squad, Downe Township Station 39 or Dividing Creek Fire Department, may respond to an emergency call during regular work hours without any loss of pay only if responding to an emergency call in Downe Township, provided that if there are adequate other personnel of such squads able to respond, Township employees shall return to work.
- E. The Township will provide the following uniforms to employees of the Road Department and the Convenience Center that must be worn during work hours as follows:

Road Department

1. Five (5) long sleeve shirts, five (5) short sleeve shirts, five (5) pairs of pants (Blue is color of choice), six (6) pairs of gloves, carhart (bibs or coveralls) as needed, one (1) winter jacket as needed, and two (2) summer sweatshirts as needed.
2. An allowance of up to \$80 per year will be reimbursed for the purchase of non-dungaree blue, black, or tan work pants. A receipt must be presented for reimbursement. This allowance is not retroactive.

2 pair winter pants

Convenience Center

1. Two (2) long sleeve shirts, two (2) short sleeve shirts, two (2) pairs of pants (Blue is color of choice), six (6) pairs of gloves, one (1) winter jacket as needed, and one (1) summer sweatshirts as needed.
2. Telephone for use only on the days the Convenience Center is open, for emergency use.

F. The following list of foul-weather gear shall be provided to employees of the Road

Department and the Convenience Center:

1. One (1) pair of rain boots as needed
2. One (1) set of rain gear as needed.
3. An allowance of up to \$90 per year will reimbursed for the purchase of work boots.
A receipt must be presented for reimbursement. Foul-weather gear shall be provided annually, if reasonably needed, and replaced during the year, if reasonably needed.
4. An allowance of up to \$90 per year will reimbursed for the purchase of work boots.
A receipt must be presented for reimbursement. This allowance is not retroactive nor does it in anyway apply to the year 2008. Foul-weather gear shall be provided annually, if reasonably needed, and replaced during the year, if reasonably needed.

G. Pro-ration under this Agreement shall be based on the number of hours regularly worked per week as the numerator, and the regular full time work week of that employee's department as the denominator.

H. The term "day", under this Agreement, means the specific employee's working day.

I. The Township shall have the right to enter into a contractual relationship with a third party supplier to provide uniforms as an alternative to the uniform provision terms set forth within this article.

ARTICLE XXV - SEPARABILITY AND SAVINGS

A. If any provision or any application of this Agreement to any employee is held to be invalid by operation of law, or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but, all other provisions shall not be affected thereby and shall continue in full force and effect.

3% per 5 years

ARTICLE XXVI - JOB DESCRIPTIONS

A. The Township reserves the prerogative to include any reasonable work within an employee's job description. Each employee will cooperate reasonably in providing written information regarding that employee's job for purposes of preparing a job description. The Township will prepare the final job description.