

**COLLECTIVE BARGAINING AGREEMENT  
 BETWEEN  
 TOWNSHIP OF MONROE  
 AND  
 UNITED SERVICE WORKERS UNION,  
 IUJAT, LOCAL 255**

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56 **ARTICLE 1 – PREAMBLE**

57

58 This Agreement entered into this 1<sup>st</sup> day of January 2011, between the Township of  
59 Monroe (hereinafter referred to as the Township) and the United Service Workers Union, Local  
60 255, IUJAT, 138-50 Queens Blvd., Briarwood, NY 11435 (hereinafter referred to as the Union).  
61 This Agreement shall be in effect from January 1, 2011 up to and including December 31, 2014.

62 **ARTICLE 2 – RECOGNITION**

63

64 The Employer recognizes the Union as the sole and exclusive collective bargaining agent  
65 with regard to rates of pay, hours of work and other conditions of employment for all blue collar  
66 employees and all blue collar employees in the Utility Department, employed by the Employer in  
67 the Department of Public Works, including Streets & Roads, Parks, and Buildings and Property  
68 and excluding all clerical employees, supervisors, Managerial Executives and Confidential  
69 employees, and for such additional or deleted classifications as the parties may later agree to add  
70 or delete.

71 **ARTICLE 3 – DUES CHECK OFF AND AGENCY SHOP**

72

73 a. The Township agrees to deduct Union dues from the salaries of employees subject  
74 to the terms of this Agreement. Such deduction shall be made in compliance with N.J.S.A.  
75 52:14-15.9(3), as amended. Said monies, together with records of any correction, shall be  
76 transmitted to the Union office within fifteen (15) calendar days following the payroll period in  
77 which the deductions were made.

78           b.     If there shall be any change in the rate of membership dues during the life of this  
79 Agreement, the Union shall furnish to the Township written notice prior to the effective date of  
80 such change.

81           c.     The Union shall provide the necessary check-off authorization forms and the  
82 Union will secure the signatures of its members on the forms and deliver the signed forms to the  
83 designated Township officials, as provided in N.J.S.A. 52:14-15.9(e) as amended. The Union  
84 shall indemnify, defend, and save the Township harmless against any and all claims, demands,  
85 suits of other forms of liability that may arise out of or by reason of action taken by the  
86 Township in reliance upon the salary deduction authorization cards submitted by the Union to  
87 the Township.

88           d.     Any employee in the bargaining unit on the effective date of this Agreement who  
89 does not join the Union within thirty (30) days thereafter, any new employee who does not join  
90 within thirty (30) days of initial employment within the unit, and any employee previously  
91 employed within the unit who does not join, within ten (10) days of reentry into employment  
92 within the unit shall, as a condition of employment, pay a representation fee to the Union by  
93 automatic payroll deduction. The Representation Fee shall be an amount up to eighty five  
94 percent (85%) of the regular Union membership dues, fees, and assessments as certified to the  
95 Employer by the Union. The Union may revise its certification of the amount of the  
96 Representation Fee at any time to reflect changes in the regular Union membership dues, fees  
97 and assessments. The Union's entitlement to the Representation fee shall continue beyond the  
98 termination date of this Agreement so long as the Union remains the majority representative of  
99 the employees in the Unit, provided that no modification is made in this provision by a successor  
100 agreement between the Union and the Employer. For the purpose of this provision, employees

101 employed on a ten (10) month basis or who are reappointed from year to year shall be considered  
102 to be in continuous employment.

103 e. United Service Workers Union, IUJAT, Local 255 shall establish and maintain at  
104 all times a demand and return system as provided by NJSA 34:13a-5.5(c) and 5.6, and  
105 membership in United Service Workers Union, IUJAT, Local 255 shall be available to all  
106 employees in the unit on an equal basis at all times. In the event United Service Workers Union,  
107 IUJAT, Local 255 fails to maintain such a system, or if membership is not so available, the  
108 Employer shall immediately cease making said deductions.

109 **ARTICLE 4 – MANAGEMENT RIGHTS**

110 The United Service Workers Union, IUJAT, Local 255, recognizes the administration of  
111 rights, duties and authority to manage and control the employees of the administration pursuant  
112 to the authority conferred on it by the State of New Jersey, and all applicable local, State and  
113 Federal Laws. The administration retains and reserves all rights of management and control of  
114 the employees of the administration except those as specifically modified by the terms of this  
115 agreement.  
116

117 **ARTICLE 5 – NO STRIKE PLEDGE**

118 a) The Union covenants and agrees that during the terms of this Agreement, neither  
119 the Union nor any person acting on its behalf, will cause, authorize and support or condone, nor  
120 will any of its members take part in any (i.e. the concerted failure to report for duty, or willful  
121 absence of any employee from his position or stoppage of work or abstinence in whole or in  
122 part from the full, faithful and proper performance of the employee's duties of employment),  
123 work stoppage, slowdown, walkout or other job action against the Township. The Union agrees  
124

125 that such action would constitute a material breach of this Agreement. The Township agrees not  
126 to lock out any employees.

127 b) The Union will actively discourage and will take whatever affirmative steps are  
128 necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job  
129 action against the Township.

130 **ARTICLE 6 – NON-DISCRIMINATION**

131  
132 a) There shall be no discrimination by the Township or the Union against any  
133 employee on account of race, color, creed, age, sex, national origin, or politician affiliation.

134 b) There shall be no discrimination interference, or restraint or coercion by the  
135 Township or any of its representatives against any of the employees covered under this  
136 Agreement because of their membership or non-membership in the Union, or because of any  
137 lawful activities by such employee on behalf of the Union. The Union, its members and agents,  
138 shall not discriminate against, interfere with, restrain or coerce any employees covered under this  
139 Agreement, who are not members of the local Union.

140 **ARTICLE 7 – SENIORITY**

141  
142 a) Seniority shall be defined as an employee's length of service with the Township  
143 administration beginning with the employee's date of hire after successful completion of his six  
144 month probationary period.

145 b) An employee shall be considered to have job classification seniority with the  
146 Department in which he or she is working upon successful completion of the six month  
147 probationary period for that job. Job classification seniority shall accumulate until there is a  
148 break in service.

149           c)     A break in continuous job classification service occurs when an employee resigns,  
150 is discharged for cause, or retires. Seniority in a new job classification status shall not accrue  
151 following promotion until the individual has successfully completed a sixty (60) calendar day  
152 probationary period in the new job classification. Promoted employees shall continue to accrue  
153 seniority in their previous job classification during the sixty (60) calendar day probationary  
154 period in the new job classification. Upon completion of the probationary period the employee  
155 shall receive seniority from the original date of assignment.

156           d)     Absence without approved leave for three (3) work days or failure to return from  
157 any leave of absence shall be considered a resignation.

158           e)     An employee who is reinstated after a period of layoff shall continue to  
159 accumulate seniority exclusive of the period of layoff.

160           f)     When an employee is promoted but does not successfully complete a sixty (60)  
161 day probationary period, the employee may return to the previous job classification.

162           g)     Existing or anticipated job vacancies will be posted on bulletin boards in  
163 accordance with Article 31 – JOB POSTING of this contract. Where a situation exists in which  
164 an existing Township employee applies for a given position and has qualifications equal to the  
165 application of a non-Township employee or another Township employee, seniority shall be the  
166 determining factor in the selection of the applicant. All current employees shall have the right to  
167 apply for any vacant or new positions. The senior most qualified applicant shall be hired or  
168 promoted to fill vacancies.

169           When a vacancy occurs within the Utility Department it shall be first posted and filled  
170 within that department. If no qualified applicant exists the vacancy may be filled from the rest of

171 the bargaining unit. If no existing employee posts for the job or has the required qualifications,  
172 the vacancy may be filled from outside the bargaining unit.

173 h) No new employee shall be hired at a rate of pay more than the lowest paid  
174 employee in the same or similar classifications.

175 i) Employees shall be entitled to sixty (60) calendar days' notice, before any layoff  
176 becomes effective, unless emergent conditions necessitate otherwise.

177 j) Before any full time bargaining unit member is laid off, all part time, temporary,  
178 and seasonal employees must be laid off. The least senior employees in the following units shall  
179 be laid off first. For layoff purposes the bargaining unit is divided into three (3) units: 1) Road  
180 Department, Buildings and Grounds and Parks, 2) Monroe Township Utility Department, 3)  
181 Vehicle Maintenance. There shall be no bumping rights between the three (3) units.k) For the  
182 purposes of this Agreement, the Utility Department shall operate as its own departmental entity  
183 and the current collective bargaining unit (the unit) shall continue operating consistent with the  
184 current rules and practices..

185 l) In the event of a layoff in the Utility Department, departmental seniority will  
186 prevail unless knowledge, experience and/or licensing is required. If there is a reduction in force  
187 in the utility department, the layoff will be from the Utility Department. If there is a layoff in the  
188 other departments, the reduction in force will be from the other department. There shall be no  
189 bumping between departments.

190 **ARTICLE 8 – PROVISIONAL/PROBATIONARY STATUS**

191 a) A newly appointed permanent employee shall be considered probationary for a  
192 period of six months.



193           b) The purpose of said period of PROVISIONAL/PROBATIONARY  
194 EMPLOYMENT is to enable the Township to evaluate the employee's work performance and  
195 conduct in order to determine whether the employee merits permanent employment status and  
196 also for the opportunity for the Township to review its needs for the staffing and to review its  
197 final situation. If, at any time during or at the end of the PROVISIONAL/PROBATIONARY  
198 EMPLOYMENT period, the conduct and/or performance of the employee is found to be  
199 unsatisfactory by the Township, or the Township deems it does not need or cannot afford the  
200 position, the Township may terminate the employee. The decision of the Township regarding the  
201 termination of the employee shall not be subject to the Grievance Procedure.

202 **ARTICLE 9 – CALL BACK PAY**

203           a) Any full time employee in the Roads, Vehicle Maintenance, Building and Grounds  
204 and Parks departments who are called back to work after completing the regular shift and has left  
205 his place of work shall be guaranteed a minimum of four (4) hours work at time and one half.  
206 The employee may opt to waive his four (4) hour compensation at time and one half if he elects  
207 to leave work at the completion of the specific task he was called in for as opposed to staying  
208 and completing additional tasks to fill the four (4) hour period. Supervisors shall have the  
209 opportunity to request that employees invoking the four (4) hour minimum compensation at time  
210 and one half stay and perform services within their job classification for that four (4) hour  
211 period.  
212

213           b) Utility employees called in to work will be paid a minimum of 2 hours pay for each  
214 call-in at time and one half (1 ½)..

215           Call-out time will be considered any time worked when an employee must report back to  
216 work after he/she has left the Department's premises for the day and until he reports back to

217 work for his regularly scheduled day. A minimum of 2 hours compensation at time and one half  
218 will be paid for each time an employee is called in except when the calls overlap the 2 hour  
219 minimum or when an employee is called in to start earlier in the morning. To further explain the  
220 previous statements, please consider the following examples:

221  
222 i) An employee is called out at 6:00 p.m. and returns home at 7:00 p.m. (The employee  
223 will receive 2 hours compensation.) Now the employee is called out again at 7:30  
224 p.m. and returns home at 9:00 p.m. (Since the 2 calls overlapped in the first 2 hours,  
225 the employee receives 3 hours compensation, 2 for the minimum and 1 for the extra  
226 hour, not 4 hours for 2 call-outs.)

227  
228 ii) An employee is called out at 6:00 p.m. and returns home at 7:00 p.m. (The employee  
229 receives 2 hours compensation.) Now the employee is called out at 8:05 p.m. and  
230 returns home at 9:00 p.m. (Since the second call-out came after the first 2 hours  
231 period, the employee is entitled to 2 call outs or 4 hours compensation.)

232  
233 iii) If an employee is called out early in the morning and the situation calls for him to  
234 continue to work into his regular hours, his day will start at the time he was called  
235 out. An example would be if he were called out at 7:00 a.m. and worked the rest  
236 of the day, he would be entitled to 9 hours compensation not 2 hours because he  
237 was called out plus 8 hours for his regularly scheduled hours. If an employee was  
238 called out at 5:30 a.m. and returned home at 7:00 a.m. and then came in for his  
239 regularly scheduled 8 hours, he would be entitled to 2 hours call out plus the  
240 regular hours.

241  
242 The MTUD Superintendents will maintain an on call duty list. Operators living within a  
243 thirty minute response time will comprise the list. The previously held position of meter reader  
244 (now included under the laborer's position) will be grandfathered onto the duty list.

245 c) Employees shall be required to work all hours in addition to the four (4) hour  
246 minimum guarantee, which are required by the employee's supervisor.

247 d) When an employee is required to work more than three (3) hours past the normal  
248 work day, the employee shall be entitled to one half (1/2) hours dinner period at no loss of pay.

249 e) If an employee is recalled to work during his/her vacation, employee shall receive his  
250 hourly rate at time and one half. In addition the employee shall have the entire vacation day

251 credited to his/her available vacation time for the applicable year. Employees should review the  
252 vacation clause of this contract as it pertains to time frames during which vacations must be  
253 taken.

254 **ARTICLE 10 – OVERTIME**

255 a) A work week is defined as forty (40) hours per week, eight (8) hours per day,  
256  
257 Monday through Friday

258 The work week definition for non-supervisory Parks Department employees, will be 37.5  
259 hours per week, 7.5 hours per day, Monday through Friday.

260 b) Any work performed over eight (8) hours in any given day shall be paid at one  
261 and one half (1 ½) times the employee's regular rate of pay.

262 b.1.) Any work performed on Saturday shall automatically be paid at one and one half  
263 (1 ½) times the employee's regular rate of pay.

264 b.2.) Any work performed on Sunday shall automatically be paid at two (2x) times the  
265 employee's regular rate of pay.

266 b.3) Snow Removal/Flood Control – In order to receive one and one half (1 ½) times  
267 pay rate for regular scheduled work day you must work a continuous four (4) hours prior to your  
268 regular schedule starting time, and only pertaining to actual time worked. After completing an  
269 employee's regular shift he/she shall be paid one and one half (1 ½) times pay rate. After twelve  
270 (12) continuous hours an employee shall be paid two (2) times the employee's regular rate of  
271 pay.

272 b.4) Any employee who works overtime after their regular shift and is released from  
273 duty with less than six (6) hours off before the start of their regular shift shall be entitled to eight  
274 hours off before reporting for duty without loss of pay. The employee shall report for duty for

275 the remainder of their shift at straight time. Any employee remaining on the job shall continue to  
276 receive double time.

277 b.5) Any employee reporting for duty prior to four hours before the start of their  
278 regular shift shall remain on time and one-half for the remainder of their regular shift.

279 If an employee works more than twenty-four (24) hours and the snow/weather  
280 event ends, the employee will be released and paid for their next succeeding shift.

281 c) Overtime and Lunch Money

282 2011-\$12.50 2012-\$12.50 2013-\$12.50 2014-\$12.50

283 An employee who works his regular shift and then must go on overtime shall be entitled  
284 to one half (1/2) hour lunch period with no loss of pay, plus the meal allowance. Every four (4)  
285 hours thereafter, he shall be entitled to another one half (1/2) hour lunch period, plus the meal  
286 allowance spelled out above, payable by Municipal Voucher through the Requisition process.  
287 There shall be no retroactive compensation for items covered in this paragraph. All employees  
288 including those that work a schedule less than those hours specified above shall be compensated  
289 at time and one half (1 ½) for work performed on Saturday.

290 Employees will be paid double time (2x) for Sunday of any work week, except that an  
291 employee having a no-pay day during the regular work week shall only be paid time and one-half  
292 for that Sunday.

293 d) Any employee required to work on a holiday shall be paid at three (3) times the  
294 employee's regular rate of pay for all hours worked on a holiday which shall include the holiday  
295 pay. Employees shall receive three times his/her rate for all hours including those worked other  
296 than his regularly scheduled shifts.

297 e) The approval of the Superintendent of Public Works, or his designee, must be  
298 obtained prior to working overtime.

299 f) Overtime in the Road Department shall be rotated to insure that both senior,  
300 middle range and new employees share equally in available overtime hours in keeping with their  
301 qualifications to perform the assigned task. The Supervisor of Roads shall maintain a list of  
302 employees by seniority. Initial distribution of available overtime hours shall begin with the most  
303 senior personnel qualified to perform the assigned task and shall be rotated down the list for all  
304 subsequent assignments. The Supervisor of Roads shall also maintain a log of his overtime  
305 assignments including the employees he has requested to work overtime and their refusal of  
306 same, if that is the case. The intent of rotation of overtime assignments is to insure that all  
307 employees, regardless of seniority, have ample opportunity to benefit from available overtime  
308 income.

309 **ARTICLE 11 – HOLIDAYS**

310  
311 A. The Township will designate fourteen (14) paid holidays as follows:

|     |   |                        |
|-----|---|------------------------|
| 312 | New Year's Day                                  | Labor Day              |
| 313 | Martin Luther King Day                          | Columbus Day           |
| 314 | Lincolns Birthday                               | General Election Day   |
| 315 | Veteran's Day                                   | Washington's Birthday  |
| 316 | Good Friday                                     | Thanksgiving Day       |
| 317 | Memorial Day                                    | Day after Thanksgiving |
| 318 | Fourth of July                                  | Christmas Day          |
| 319 | Day after Christmas (when it falls on Thursday) |                        |

320 In addition to the above listed paid holidays, employees will receive an additional  
321 "Floating Holiday" to be used at the Employee's discretion, for religious holiday, employee's  
322 birthday, vacation etc.

323 B.1. Effective January 1, 2007, Lincoln's Birthday and Washington's Birthday shall be  
324 combined and replaced with Presidents Day. In exchange for the above, employees shall be  
325 eligible for an additional floating holiday (2 total).

326 2. Employees may choose to have the day referenced in B.1. above off with regular pay,  
327 or work a regularly scheduled day at premium pay. For example, if an employee chooses  
328 February 14<sup>th</sup> as their Floating Holiday and works that day they shall be entitled to holiday  
329 premium pay for that day. The floating holiday shall be utilized at the employee's discretion.  
330 However, the selection of the day off is subject to the approval of the DPW Superintendent with  
331 at least 48 hours' notice. Approval shall not be unreasonably withheld.

332 **ARTICLE 12 – VACATIONS**

| 333 | Months and year of service           | Number of days       |
|-----|--------------------------------------|----------------------|
| 334 | <u>Based on Actual starting date</u> | <u>Vacation/year</u> |
| 335 | 0 to end of first (1st) year         | 12 days              |
| 336 | 2 to end of second (2nd) year        | 14 days              |
| 337 | 3 to end of fifth (5th) year         | 16 days              |
| 338 | 6 to end of ninth (9th) year         | 20 days              |
| 339 | 10 to end of fourteenth (14th) year  | 23 days              |
| 340 | 15 to end of twentieth (20th) year   | 26 days              |
| 341 | 21 years or more                     | 28 days              |
| 342 |                                      |                      |

343 a) Vacations shall be scheduled by the Supervisor in keeping with considerations  
344 related to seniority, work load and good staffing practices to insure efficient operation of their  
345 offices and shall be taken between April 1 and December 1 of subject year. Employees shall  
346 have the right to carry one years' worth of vacation over from one year to the next year and must  
347 use it in the second year.

348 b) New employees shall not be eligible to take vacation or personal days during the  
349 first sixty (60) calendar days of their employment.

350 c) Vacation leave may be taken in one hour increments.

351 **ARTICLE 13 – REST PERIODS**

352  
353 a) Employees within this bargaining unit may take a rest period of not more than  
354 fifteen (15) minutes for each half day at a time scheduled by the supervisor. A rest period may  
355 not be used to cover an employee’s late arrival to work or early departure, nor may it be regarded  
356 a cumulative if not taken. During snow removal operations, Road Department personnel shall be  
357 entitled to a twenty (20) minute rest period for each half day of work.

358 b) Rest periods must be taken by the employee and provided by the employer during  
359 the course of the periods specified by the employee’s supervisor in the morning and afternoon of  
360 the work day.

361 c) After twelve (12) hours of consecutive work in an emergency, employees shall be  
362 entitled one hour sleep time in addition to the above twenty (20) minute rest periods.

363 **ARTICLE 14-SICK LEAVE**

364  
365 a) Township employees are entitled to thirteen (13) sick days per year. New  
366 employees will accrue sick leave time in accordance with the contract formula but will not be  
367 entitled to sick leave benefits during their initial sixty (60) days of provisional employment.  
368 There is no limit on the number of sick days which may be accumulated from one year to the  
369 next.

370 b) “Sick Leave” means paid leave that may be granted to each full time Township  
371 employee who, through bona fide sickness or injury becomes incapacitated to a degree that  
372 makes it impossible for him to perform the duties of his position or who is quarantined by a  
373 physician because he has been exposed to a contagious disease. Part-time, permanent employees  
374 are eligible for sick leave on a pro-rated basis. Part-time, temporary employees are not eligible  
375 for sick leave.

376 c) Part-time employee is one who works less than thirty (30) hours per week.  
377 Temporary employee is one who fills a vacancy for which the termination date is part of the  
378 employment agreement.

379 d) A certificate from a physician designated by the Township, or the employee's  
380 own physician, may be required as sufficient proof of the need for sick leave. Failure of the  
381 employee to provide such proof, when required, shall result in no payment for his absence from  
382 work. Any employee who is on sick leave for three (3) or more days must present to the  
383 Administrator, a certificate from his physician, or one designated by the Township,  
384 substantiating the employee's claim for said sick time.

385 d.1.) Part timers see Article 42.

386 e) Full time employees shall accumulate sick leave on the basis of thirteen (13) days  
387 of sick leave per year for the period of this contract. New employees will accrue sick leave time  
388 on the basis of one point zero eight (1.08) day per month of actual service based on actual  
389 starting dates but will not be entitled to sick leave benefits during their initial sixty (60) calendar  
390 days of provisional employment. There is no limit on the number of sick days which may be  
391 carried forward from one year to the next.

392 f) Sick days may be taken when necessary for illness - illness herein includes  
393 employee's immediate family, living with employees who required his care at home. In the event  
394 of sickness being a member of employee's immediate family, the physician's certification  
395 provision of this Article shall apply as if the illness were that of the Township employee.

396 g) Sick leave may be taken in one hour increments.

397 h) An employee may donate his/her unused banked sick days from one employee to  
398 another.



399 **ARTICLE 15 – PAYMENT OF ACCUMULATED SICK LEAVE**

400  
401 At retirement, an employee will be paid fifty percent (50%) of his/her accumulated sick  
402 leave up to a maximum of \$15,000. Payment will be made at the rate of pay during the year in  
403 which the employee retired. . Any benefits conferred under the provision of this paragraph apply  
404 prospectively only, and accrue as of January 1, 1977. In order to reap the benefits of this  
405 paragraph, an employee must provide his employer with one year’s prior notice of his intention  
406 to retire. The rules and regulations regarding retirement shall be consistent with those  
407 established by the Public Employee Retirement System.

408 **ARTICLE 16 – EXTENDED SICK LEAVE**

409 a) At the start of the employee’s fifth (5<sup>th</sup>) year of employment the employee will  
410 become eligible for extended sick leave. In the event of a debilitating sickness and/or injury on  
411 or off the job, the Township will provide a program which will guarantee an employee (his or her  
412 net pay for a period of up to ninety (90) calendar days, limited to one leave in a 12 month period.

413 b) At the start of an employee’s 9<sup>th</sup> year there will be no limit on the number of  
414 leaves in a 12 month period.

415 c) 1. Effective 1/1/09 in order to be eligible for Extended Sick Leave, the employee  
416 must have a minimum of 5 days in the accumulated sick leave bank. After 1-1-09, if an  
417 employee lacks the minimum requirement stipulated above, there will be a 2 (two) week waiting  
418 period without pay before becoming eligible for extended sick leave benefits.

419 2. Sick Leave Exception- If an employee utilizes their sick leave bank and returns to  
420 work, they shall be eligible for extended sick leave pursuant to Article 16, Par. B, if they require  
421 another long term absence for another extraordinary event (ie. An illness meeting the  
422 requirements of Paragraph D.)

423           d) If eligible, in accordance with “a” and “b” above, after 90 calendar days an employee  
424 may request through Administration representation to Council, up to an additional 90 days of  
425 extended sick leave. During the period that an individual is out on sick leave, that person will  
426 accumulate sick days in accordance with the contract formula of one day per month. Prior to  
427 using the extended sick leave provision of this contract, an employee must give all of his or her  
428 previously accumulated sick time and any sick time acquired to date under the contract formula  
429 of one day per month in the subject year.

430           e)     Extended sick leave benefits under this Article will commence upon presentation  
431 to the appropriate Municipal Official of certification from his or her physician of the debilitation.  
432 Further, the employee shall render himself available for examination by a physician selected by  
433 the Township. Both physicians must certify the employee’s inability to return to work. In the  
434 event that it is determined that an employee would not be able to return to work on a permanent  
435 basis, the extended sick leave provisions herein will not apply.

436           f)     It shall be the responsibility of any employee receiving consideration under the  
437 extended sick leave benefits of this contract to explore and determine whether he is entitled to  
438 any compensation related to disability, worker’s compensation or social security benefits in  
439 connection with his injury and/or sickness. If the employee is entitled to these benefits, he shall  
440 pursue them accordingly. Any benefits or awards received for the period that the employee is  
441 under the extended sick leave portion of this contract, shall be returned to the Township  
442 Treasurer to the extent employee has received extended sick leave payments from the Township.

443           g)     Two (2) years after the effective date of this Agreement (January 1, 2013) the  
444 parties shall meet to review the five (5) day bank requirement of Paragraph c above. The  
445 attendance review shall be for the purpose to determine whether this group’s employees use of

446 their sick time has improved. The parties will look at the number of employees who have  
447 accumulated at least five (5) days in their sick bank as of October 1, 2010 and compare it to  
448 October 1, 2012. In the event that employees use of sick time has improved the parties agree to  
449 reopen the provision requiring a five (5) day bank for the remainder of the contract term.

450 h) If an employee is injured while working for another employer, the provisions of  
451 this Article shall not apply. However, an employee not eligible for extended sick leave may  
452 apply for Leave without Pay after exhausting all paid leave and FMLA.

453 **ARTICLE 17 – MATERNITY LEAVE**

454 a) Granted to full time employees.

456 b) Not later than the fourth month, the staff member shall notify the Coordinator of  
457 Personnel in writing of the condition of pregnancy. Upon notifying the Coordinator of  
458 Personnel, the employee shall let it be known as to plans of continuing employment or taking  
459 leave of absence not to exceed ninety days unless prevented from so doing for medical reasons.  
460 Notification of pregnancy shall be required from her physician giving the date and her ability to  
461 continue her normal duties. She shall give the Coordinator of Personnel a certificate from her  
462 physician monthly certifying her ability to continue working.

463 c.1. Paid Leave – Ninety days to include before and after delivery as determined by  
464 the employee (For example: If an employee desires to take leave from one month before  
465 expected delivery until 2 months after delivery.)

466 c.2. It will not be required for employees to use their sick time first when on maternity  
467 leave, providing they have been employed per Article 16 above.. While on maternity leave  
468 employees shall accumulate sick days in accordance with contract of one (1) day per month.

469 d) Job to be held open for 6 months.

470 The individual shall be placed at the same position on the salary schedule that she  
471 would have attained had she been employed by the Township during such period.

472 e) Reimbursement up to \$700.00 for medical expenses not covered by employees or  
473 spouses medical plan.

474 f) All new hires (hired after May 1, 2011) shall be entitled to the rights under this  
475 Article but shall receive no more than sixty (60) calendar days at full pay.

476 **ARTICLE 18 – BEREAVEMENT LEAVE**

477  
478 a) In the event of death in the employee’s immediate family, the employee shall be  
479 granted time off without loss of pay from the day of death or the day of the funeral, but in no  
480 event shall said leave exceed five (5) consecutive working days, one of which shall be the day of  
481 death or day of the funeral. Bereavement time shall be exclusive of scheduled days off and  
482 holidays.

483 b) The “immediate family” shall include only husband, wife, parents, stepparents,  
484 stepsiblings, stepchildren, brother, sister, grandparents, grandchildren, child, father and mother-  
485 in-law, domestic partner and children of domestic partner or any relative living in the household.

486 c) Reasonable verification of the event may be required by the Township.

487 d) Such bereavement leave is not in addition to any holiday, day off, vacation leave  
488 or compensatory time off falling within the time of bereavement.

489 e) An employee may make a request of the Department Head or his designated  
490 representative for time off to attend a funeral separate and distinct from bereavement leave. Such  
491 request, if granted by the Department Head or his designated representative shall be charged, at  
492 the option of the employee, either as a personal day or a vacation day.

493 f) In the event of the death of any employee's brother-in-law, sister-in law,  
494 daughter-in-law, son-in-law, niece, nephew, grandfather and grandmother-in-law the employee  
495 shall be granted time off without loss of pay from the day of the death or the day of the funeral,  
496 but in no event shall such leave exceed three (3) calendar days.

497 g) In the event of death of employee's aunt, uncle, or first cousin the employee shall  
498 receive one days leave.

499 **ARTICLE 19 – JURY LEAVE**

500 Any employee covered by this agreement who is required to serve on a jury, shall be  
501 granted a leave of absence with pay to serve on said jury. During the time that he is serving on  
502 said jury, the employee shall receive his full pay from the Township.  
503

504 **ARTICLE 20 – MILITARY LEAVE**

505 a) Any full time employee covered by this agreement that is a member of the United  
506 States Reserves, or a State National Guard, or any division of the armed services, and is required  
507 to engage in annual active duty training, shall be granted a leave of absence in accordance with  
508 applicable State Law. The employee shall be entitled to be paid the difference between his  
509 regular Township salary and his military pay if the military pay is less than his regular gross  
510 Township pay for the period of military leave.  
511

512 Taking of military leave shall not reduce any other leave earned by the employee. The  
513 provisions of this Article shall not apply to any employee who volunteers for service in the  
514 Armed Services of the United States and resigns their job.

515           b) The Township shall pay the employee his full salary during such military leave and  
516           the employee shall deliver his pay to the Township upon being paid by the Military  
517           Service in which he is serving.

518           c) An employee's family shall continue to be covered under the Township's medical  
519           plan while the employee is on approved military leave.

520    **ARTICLE 21 – CONVENTION LEAVES**

521  
522           a)     An employee of the Township who is a duly authorized delegate of the Local  
523    Union may apply for a leave of absence to attend the International Convention, conferences and  
524    educational classes. Said leave of absence shall not exceed five (5) days for any employee in any  
525    calendar year, nor shall the number of people so authorized exceed two (2) in number. The  
526    employee receiving leave of absence to attend Union conferences as above described, shall be  
527    entitled to be paid his or her wages during said leave, except that he shall not be paid for more  
528    than five (5) days per year.

529           b)     The Township shall approve the application for leave of absence submitted by the  
530    duly authorized delegate, so long as the efficient operation of the Township permits.

531           c)     The total number of working days to be used shall not exceed ten (10) in any  
532    calendar year.

533    **ARTICLE 22 – NON-PAID LEAVES OF ABSENCE**

534  
535           a)     The Township will grant non-paid leaves of absence to two (2) employees, not  
536    more than one (1) from any department, and for period not to exceed ninety (90) calendar days,  
537    to accept full-time Union employment. Sixty (60) days' notice shall be given to the Township by  
538    any employee requesting such leave.

- 539           b)     All other leaves of absence without pay shall be at the discretion of the Township.
- 540           c)     Employees returning from authorized leaves of absence as set forth will be
- 541 restored to their original classification at the then appropriate rate of pay, with no loss of
- 542 seniority, or other employee rights, privileges, or benefits, provided however, that sick leave and
- 543 vacation leave and longevity credits shall not accrue with exception of those on military leave.

544     **ARTICLE 23 – UNION REPRESENTATIVES**

545           a)     The Township recognizes and shall deal with the accredited Union Shop Steward

546 or Assistant Shop Steward in all matters relating to grievances and interpretation of this

547 agreement.

548

549           b)     A written list of Shop Steward and Assistant Shop Steward shall be furnished to

550 the employer immediately after their designation and the Union shall notify the employer

551 promptly of any changes of such union stewards.

552           c)     The Township agrees to recognize a maximum of one (1) Shop Steward and one

553 (1) Assistant Shop Steward and at least one (1) Shop Steward and one (1) Assistant Shop

554 Steward for the Utility Department selected by the Union. These individuals shall be granted a

555 reasonable amount of time during regular working hours, without loss of pay, to present, discuss,

556 and adjust grievances with the Township. Neither a Steward nor an Assistant Shop Steward shall

557 leave their work without first obtaining the permission of their division head, which permission

558 shall not be unreasonably withheld.

559     **ARTICLE 24 – BULLETIN BOARDS**

560           A section of each bulletin board shall be provided by the Township Administration for

561 union information. Nothing shall be posted on the bulletin board without prior approval of the

562

563 Business Administrator and the union agrees that it will not post anything of a derogatory nature  
564 to the employer or information which would incite or provoke job action.

565 **ARTICLE 25 – HEALTH & WELFARE BENEFITS**

566  
567 a) The Township agrees to carry hospitalization, medical and major medical insurance  
568 for the full time employees and their dependents as follows:

569 Effective May 1, 2011 employees are afforded the option of Aetna Choice POS Plan in  
570 addition to the current optional chiropractic benefit. The Summary Plan Description (“SPD”) is  
571 attached hereto and the full SPD is incorporated by reference. .

572 Health benefits eligibility shall begin the first of the month in which the 90<sup>th</sup> day of full-  
573 time employment occurs. Coverage ceases at the end of the month in which employment  
574 terminates.

575 The parties agree to reopen this provision for evaluation purposes at such time the  
576 Middlesex County Joint Health Insurance Fund offers enrollment eligibility to the Township.

577 Domestic Partners

578 The Township will offer health benefits coverage for those domestic partners and  
579 dependent children of employees, providing they have a valid Certificate of Domestic  
580 Partnership.

581 2. Township of Monroe Dental Service Plan as follows:

582 The following Dental Program is based upon the usual Customary and Reasonable Fee  
583 concept.

|     |           |                           |       |
|-----|-----------|---------------------------|-------|
| 584 | Benefits: | Preventive & Diagnostic   | 100%  |
| 585 |           | Remaining Basic Benefits  | 80/20 |
| 586 |           | Crowns & Gold Restoration | 50/50 |
| 587 |           | Prosthodontic Services    | 50/50 |
| 588 |           |                           |       |



589           The maximum amount payable by Delta for the above dental services, provided to an  
590 eligible patient in any calendar year is fifteen hundred (\$1500.00) dollars.

591           A fifty (\$50.00) dollar deductible per patient per calendar year, (which is not applicable  
592 to the Preventive & Diagnostic Benefits).

593           One hundred fifty (\$150.00) dollar Family Maximum Aggregate Deductible, (which is  
594 not applicable to Preventive and Diagnostic Benefits).

595           Orthodontic Co-Payment       50/50

596

597           Orthodontic Maximum-       \$1,000 lifetime per eligible family member

598

599           3. The Township shall have the right to change insurance carriers so long as equal to or  
600 better benefits are provided. The Township shall provide the Shop Steward and the Union of  
601 United Service Workers Union, IUJAT, Local 255, with thirty (30) days written notice of such  
602 proposed change. A copy of such proposed policy shall be provided to the Union by the  
603 Insurance Carrier.

604           4. Health benefits as they apply to Prescription Drug and or accomplished by other  
605 recognized bargaining units under the direct jurisdiction of the Municipal Government during the  
606 term of this contract shall automatically be provided to employees covered by this contract.

607           5. a) Effective January 1, 1993 retirees with twenty five (25) years or more of service  
608 and spouse will be covered by hospitalization/prescription. Retirees, spouse and dependent  
609 children up to age twenty six (26) will also be covered. Also employees, spouses and dependent  
610 children up to the age of twenty six (26) who must retire on disability will also be covered.  
611 Dependent coverage up to age twenty-six (26) will be extended to retirees (if insurer mandates  
612 college student exemption, then this restriction would apply).

613           b) Retirees and/or their dependents shall be reimbursed for Medicare Part B at the  
614 standard Medicare premium as determined by the Federal government.

615           c) Effective January 1, 2008, the terms of Paragraph A shall be applied prospectively for  
616 active employees. Future retirees shall be maintained at the coverage levels and benefits in  
617 effect at the time of his/her retirement.

618           d) Employees and retirees, if legally permissible, with twenty five (25) years or more of  
619 service will be covered by Hospitalization/Prescription and also employees who must retire on  
620 disability. Coverage for spouse and children up to the age of twenty six (26) will also be covered.

621           6. Survivor Benefits - Upon the demise of a covered participant who had twenty-five or  
622 more years of service, the surviving spouse and dependent children up to the age of twenty six  
623 (26) are covered for the duration of their lifetime (spouse or domestic partner) or age 26  
624 (dependent children) respectively.

625           7. a) Opt out for new employees and for current employees who did not have a waiver  
626 filed prior to May 22, 2010 shall be twenty-five (25%) of the cost of coverage or \$5,000,  
627 whichever is less.

628           b) An employee opting out of the employer's Major Medical (including prescriptions),  
629 Chiropractic and Dental plans shall receive the "opt out" payments in lieu of benefits during the  
630 month of November. Said opt out dollar amounts for eligible employees shall not exceed those  
631 amounts in effect January 1, 2011 and attached hereto.

632           8. Effective January 1, 2007 the township will provide all active full time employees  
633 with a \$20,000.00 life insurance policy.

634           9. Effective January 1, 2011 employees shall contribute no more than 1.5% of their base  
635 salary towards the cost of their health benefits.

636 The Township shall replace prescription lenses if damaged on the job.

637 **ARTICLE 26 – RULES AND REGULATIONS**

638  
639 The Township shall establish a POLICY PROCEDURES MANUAL which shall be  
640 equitably applied and enforced. Copies of the POLICY AND PROCEDURES MANUAL shall  
641 be distributed to all employees covered by this Agreement and to the Union. In the event, any  
642 changes made in the POLICY AND PROCEDURES MANUAL conflict with matters affecting  
643 this Agreement the terms of this agreement shall prevail.

644 **ARTICLE 27 – ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS**

645  
646 a) An employee shall within three (3) working days of a written request to the  
647 Personnel Department, during the term of this agreement, have an opportunity to review his  
648 personnel file, in the presence of an appropriate official of the Personnel Department, to examine  
649 any criticism, commendation or evaluation of his work performance or conduct prepared by the  
650 Township. He shall be allowed to place in such file a response of reasonable length to anything  
651 contained therein.

652 b) Each regular written evaluation of work performance shall be reviewed with the  
653 employees and evidence of this review shall be the required signature of the employee on the  
654 evaluation form. Such signature shall not be construed to mean agreement with the content of  
655 the evaluation unless such agreement is stated thereon.

656 c) Management and supervisory personnel shall not use the prospect of issuing a  
657 poor evaluation to intimidate an employee during the course of his daily job performance. This  
658 paragraph shall not be construed to mean that a manager or supervisor cannot complete a poor  
659 evaluation for an employee whose performance is found less than satisfactory.

660 **ARTICLE 28 – SAVINGS CLAUSE**

661  
662 The Administration and the Union recognize and agree that all provisions of this  
663 agreement are subject to law. In the event that any provision of the agreement is rendered illegal  
664 or invalid under any applicable law or state or federal regulations, such illegality or invalidity  
665 shall affect only the particular provision which shall be deemed invalid and inoperative, but all  
666 other provisions of this Agreement shall continue in effect. The parties agree to immediately  
667 negotiate a substitute provision for the invalidated portion thereof.

668 **ARTICLE 29 – PERSONAL DAYS AND COMPENSATORY TIME**

669 1. Personal Days

670 a) Employees covered by the provisions of this agreement shall be entitled to four  
671 (4) days with pay for personal business. Said leave shall not be taken unless 48 hours notice  
672 thereof has been given to the employee's supervisor. In the event that less than 48 hours is given,  
673 said leave may be taken only upon authorization by said supervisor. Employees shall be entitled  
674 to one (1) no notice, no reason, personal day.

675 b) The Township reserves the right to deny requests for personal days as conditions  
676 warrant, but authorization shall not be unreasonably withheld.

677 c) Personal leave may be taken in one (1) hour increments

678 2. Compensatory Time (CTO)

679 a) In lieu of being paid overtime, employees shall be allowed to accumulate 16 hours of  
680 compensatory time in any one month period, subject to the following rules:

681

682

683 1. Compensatory time earned in one month must be used no later than the following  
684 calendar month after which it is earned.

685 2. CTO must be scheduled for use by the end of the month in which it is earned.

686 3. No more than two (2) employees shall be allowed to use CTO on any one day.

687 4. CTO may not be banked or cashed out. It must be taken in the month after which it is  
688 earned.

689 5. CTO may only be earned on time worked over 40 hours in any one work week which  
690 would otherwise have paid time and one-half to the employee. No CTO can be earned when  
691 performing premium construction work during regular working hours or when performing  
692 overtime work at 3X regular pay.

693 **ARTICLE 30 – DISCIPLINE AND DISCHARGE**

694 a) An employee may be disciplined, suspended or discharged only for a just cause.  
695

696 b) An employee who loses their CDL license and is unable to perform their job shall  
697 receive a 17% reduction in their rate of pay for the period of time their license is revoked. In  
698 addition, those employees will have no driving privileges.

699 b) Discharge cases may be processed at the third step of the Grievance Procedure.

700 c) Any verbal reprimand more than twelve (12) months old shall be removed from  
701 an employee's personal file provided no similar violations have occurred within the same 12  
702 month period.

703 **ARTICLE 31 – JOB POSTING**

704 a) Existing or planned job vacancies will be posted for 14 calendar days on the  
705 bulletin boards. The posting will include:  
706

- 707                   1:     a description of the job  
708                   2:     qualifications required  
709                   3:     location of the vacancy  
710                   4:     procedures to be followed by employees interested in making  
711                             application.  
712

713           b)     Jobs vacated in an Union position shall be posted and filled within thirty (30) days  
714 and shall be filled from bargaining unit employees when qualified applicants apply.

715     **ARTICLE 32 – WORK OUT OF TITLE**

716  
717           Employees temporarily assigned to higher titles will receive the pay for the higher title  
718 for all days so assigned when such assignment takes place. Assignments to a higher title can only  
719 be made through the approval of the Supervisor. This provision shall not be invoked when such  
720 coverage is required to provide staffing and services required to accommodate vacation periods.

721     **ARTICLE 33 – SAFETY AND HEALTH**

722  
723           The Employer and the Union shall each designate a Safety Committee member. It shall  
724 be their joint responsibility to investigate and correct unsafe and unhealthful conditions. They  
725 shall meet periodically as necessary to review conditions in general and to make  
726 recommendation to either or both parties when appropriate. The Safety Committee member  
727 representing the Union shall be permitted reasonable opportunity to visit work locations  
728 throughout the Employer’s facilities for the purpose of investigating safety and health conditions  
729 during working hours with no loss of pay.

730     **ARTICLE 34 –LABOR MANAGEMENT COMMITTEE**

731  
732           The Employer and the Union have recognized that cooperation between management and  
733 labor is indispensable to the accomplishment of sound and harmonious labor relations, shall  
734 jointly maintain and support a Labor-Management Committee.

735 **ARTICLE 35 – FULLY BARGAINED PROVISION**

736  
737 The parties agree that they have fully bargained and agreed upon all terms and conditions  
738 of employment and that this agreement represents and incorporates the complete and final  
739 understanding and settlement by the parties of all bargainable issues which were or could have  
740 been the subject of negotiations.

741 **ARTICLE 36 – SALARIES**

742  
743 a) The salaries to be paid to employees in various job classifications covered by this  
744 agreement shall be increased by the following amounts:

|     |       |    |
|-----|-------|----|
| 745 | 2011- | 2% |
| 746 | 2012- | 2% |
| 747 | 2013- | 2% |
| 748 | 2014- | 2% |

749 The pay scales for all job titles is attached hereto as Appendix A.

- 750  
751 b) **Road Paving**
- 752 1. Effective January 1, 2002 Road Paving shall be amended to include all curb work,  
753 sidewalks, drainage, catch basin repair. .
- 754 2. Equipment operators, black top machine driver, left and right operators and roller  
755 operator shall be compensated as follows:
- 756 At the rate of mason or welder rates during the hours of black topping.
- 757 All other members of paving crew shall be compensated at time and one half (1 ½) their  
758 normal hourly rate.
- 759 3, Set up pay-General Foremen only -will receive two (2) hours straight time pay.
- 760 4, Effective 1/1/08, Road Department Foremen shall be eligible for the premium pay for  
761 the actual time performing the job

762 For the purposes of clarification, employees when doing paving or plumbing or carpentry  
763 shall be paid at the following schedule:

764 Skilled: At mason/welder/carpentry & plumbing rate

765 Laborers: Shall receive time and one-half

766 **c) Mechanics**

767 Mechanics and mechanics helper shall continue to receive compensation for the use of  
768 their tools as follows:

769 Mechanic 2011 - \$825.00

770 2012- \$850.00

771 2013- \$875.00

772 2014- \$900.00

773 Mechanic's Helper \$500.00 per year

774 **d) CDL LICENSE:**

775 Effective January 1, 2006 the CDL adjustment in effect at the time was rolled into the  
776 base pay.

777 e) Employees shall receive their regular step increases on their respective  
778 anniversary dates unless otherwise stipulated in Appendix A.

779 **ARTICLE 37 – TERMINATION**

780  
781 a) This Agreement shall be effective as of January 1, 2011 and shall remain in full  
782 force and effective until December 31, 2014.

783 The Union shall submit, in writing, its demand for collective negotiations with the  
784 Township no later than September 1<sup>st</sup> of the calendar year proceeding the expiration period of the



785 existing Agreement. The parties agree to commence negotiations at reasonable times thereafter  
786 to negotiate in accordance with Chapter 303 Public Laws of 1968 and its successors.

787 No member of the union bargaining committee shall suffer any loss in pay to attend  
788 negotiating sessions.

789 **ARTICLE 38 – WORK UNIFORM PROGRAM**

790  
791 a) The Township will provide an annual uniform/clothing allowance of \$850.00 in  
792 2011, \$875.00 in 2012, \$900.00 in 2013, and \$925.00 in 2013. The uniform/clothing allowance  
793 will be paid no later than the last pay period in April. There shall be no change in the clothing  
794 currently provided by the Township as per the uniform memorandum which shall be attached to  
795 this Agreement, except that in 2008 employees must purchase raingear.

796 b) The Union and the Superintendent will meet and agree upon a list of required  
797 clothing/equipment which must be purchased by the employees and which shall be added to this  
798 agreement as an addendum. Upon employee reporting to work without possession and wearing  
799 the required garments/equipment he shall be subject to being sent home without pay and further  
800 disciplinary action for repeat offenders shall be warranted. The employer agrees to furnish  
801 lockers on site for the storage of employee's clothing/equipment.

802 **ARTICLE 39 – LONGEVITY**

803  
804 a) The Township will provide longevity compensation as follows:

|     |    |              |        |      |
|-----|----|--------------|--------|------|
| 805 | b) | Beginning of | 5 yrs  | 5.0% |
| 806 |    |              | 10 yrs | 6.0% |
| 807 |    |              | 15 yrs | 7.0% |
| 808 |    |              | 20 yrs | 8%   |
| 809 |    |              | 25 yrs | 11%  |

810

811           Upon the signing of this agreement, each covered employee with ten (10) or more years  
812 of service with the Township of Monroe may, at his discretion, opt to have his longevity  
813 included into his annual base salary. Those employees wishing to exercise this option, must  
814 submit a written request to the Treasurer no later than the first week in December prior to  
815 January 1st of the year for which the request is written.

816           If no request for change of longevity status is received by the Treasurer, your longevity  
817 will be paid to you in the same manner as the preceding year. Those employees not interested or  
818 eligible to have their longevity incorporated into their base salaries will continue to receive their  
819 annual longevity paid in one check during the month of November for the subject year of  
820 service.

821           b)     For computation purposes, beginning of service shall be considered as January 1  
822 of the subject year for all employees beginning service between January 1 of the subject year for  
823 all employees beginning service between July 1 of the subject year and December 31 of that  
824 year.

825     **ARTICLE 40 – GRIEVANCE PROCEDURE**

826           Definition – Any grievance or dispute which may arise between the parties involving the  
827 application, meaning or interpretation of this agreement.  
828

829           **PROCEDURE**

830           **Step 1: Informal Division Head**

831           Within five (5) business days of the time a grievance arises or within five (5) business  
832 days of the date when the grievant shall know of its occurrence, the employee either directly or  
833 accompanied by a steward will present the grievance in writing to the Division Head. Within

834 three (3) working days after presentation of the grievance, the Division Head will render a  
835 written decision to the employee and the Steward.

836 Step 2: Formal Department Head

837 Within five (5) business days of written answer from the Division Head, if the grievance  
838 is not resolved, the employee shall file a written grievance to the Department Head outlining the  
839 employee's exceptions to the Division Head's decision. The Department Head will arrange a  
840 meeting with the employee and the Local Union Shop Steward not later than five (5) working  
841 days towards the end of attempting to resolve the grievance. The Department Head shall give  
842 written answer to the employee and Shop Steward not later than five (5) working days.

843 Step 3: Formal Business Administrator

844 Within ten (10) business days of the written answer, if the grievance is not resolved, it  
845 shall be filed with the Business Administrator noting all exceptions to previous decisions. The  
846 Business Administrator will arrange a meeting at a mutually agreeable time and place not later  
847 than ten (10) working days after receipt of a written grievance.

848 The aggrieved party, the Shop Steward, and the Union's Business Representative shall be  
849 entitled to be present at the meeting. The Business Administrator shall give a written answer to  
850 the grievance of the employee and the union within ten (10) working days after the meeting, or  
851 within such additional period of time that may be mutually agreed upon.

852 A group grievance, one that may affect a group of employees, may be presented by the  
853 Union at Step 3. Any grievance not processed to the next Step in Grievance Procedure within the  
854 time limits provided for such proceeding shall be deemed to have been waived and abandoned by  
855 the moving party.

856

857 **ARTICLE 41 – ARBITRATION**

858  
859 If the grievance procedure set forth in Article 40 does not result in a satisfactory  
860 determination, arbitration may be requested upon completion of the procedures set forth under  
861 Article 40.

862 The request for arbitration shall be by written notice to the New Jersey Public  
863 Employment Relations Commission (PERC) within twenty (20) business days of the denial of  
864 the grievance. The arbitrator shall be selected by the Employer and the Union from a list of  
865 arbitrators supplied by PERC according to established rules and procedures. The Employer and  
866 the Union shall agree to comply with the rules and regulations of PERC.

867 The decision of the arbitrator shall be binding on the parties, and the arbitrator shall be  
868 requested to issue his decision within thirty (30) calendar days after the conclusion of testimony  
869 and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally  
870 by the Employer and the Union. If either party desires a verbatim record of the proceedings, it  
871 may cause such a record to be made, provided it pays for the record and makes copies available,  
872 without charge, to the other party and to the arbitrator.

873 The arbitrator's function is to interpret the provision of the Agreement and to decide  
874 cases of alleged violation of such provisions. The arbitrator shall not supplement, enlarge, or  
875 alter the scope or meaning of the Agreement or any provision therein, not entertain jurisdiction  
876 of any subject matter not covered by the Agreement.

877

878

879

880

881 **ARTICLE 42 – PART TIME EMPLOYEES**

882 **Less than 30 hours/week**  
883 **excluded from:**  
884 Health Benefits  
885 Life Insurance  
886 Personal Days  
887 Longevity  
888

**Less than 20 hours/week**  
**excluded from:**  
Health Benefits  
Life Insurance  
Personal Days  
Longevity  
And any other benefits

889 **20 to 29 hours/week entitled to:**

890 Pro-rated Sick Leave  
891 Pro-rated Holidays  
892 Pro-rated Vacation

893 **ARTICLE 43 – EDUCATION BENEFITS**

894  
895 a) The Township encourages the exploration of relevant training programs and will  
896 consider payment of reasonable cost for enrollment in seminars and training courses related to an  
897 employee's area of services to the Township. Consideration of payment by the Township will  
898 require that the employee explore available courses to be offered and discuss these programs and  
899 costs with their supervisor to insure that the appropriate budget considerations are made to allow  
900 for these expenses. No employee shall be entitled to consideration of payment for course cost  
901 unless they have received the written consent of their Division and Department Head.

902 b) The Employer and the Union will create a Union Management Committee to  
903 establish a scholarship committee to award on a random basis four (4) five (\$500.00) hundred  
904 dollar scholarships per year to replace the Local 911 Educational Fund.

905 **ARTICLE 44 – WEATHER EMERGENCY/DECLARED HOLIDAYS**

906  
907 Should the Mayor and Council declare a weather emergency or holiday and, as a result,  
908 the employees in the Town Hall are sent home, then the employees in the Road Department shall  
909 start to be paid premium overtime pay at double time (2X) their regular rate of pay for the rest of  
910 the hours they are scheduled to work on that day.

911 **ARTICLE 45 – DURATION OF AGREEMENT**

912

913 This agreement shall become effective January 1, 2011 and shall continue in full force  
914 and effect until December 31, 2014. This agreement shall automatically renew itself from year  
915 to year thereafter, unless either of the parties is given notice in writing at least sixty (60) days  
916 prior to the expiration date to change, modify, or terminate this agreement. In such cases the  
917 parties shall endeavor to negotiate a new contract within sixty (60) days prior to the expiration of  
918 this Agreement.

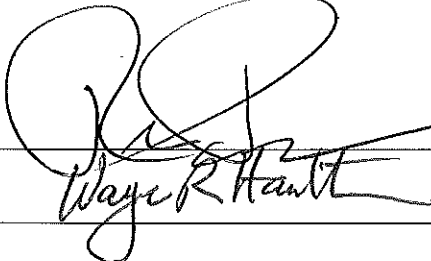
919 **IN WITNESS WHEREOF**, the parties have entered into this Agreement and caused  
920 same to be executed by its respective officers or agents this 7 day of  
921 JUNE 2011.

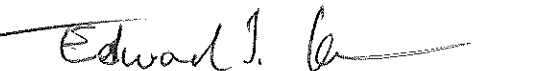
922 **FOR TOWNSHIP OF MONROE**

**FOR UNITED SERVICE WORKERS UNION,  
IUJAT, LOCAL 255**

923  
924

925

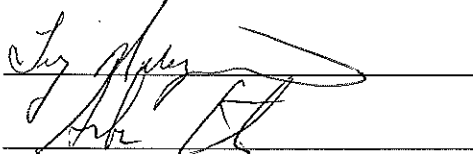
  
Wayne R. Hunt

  
Edward J. G.

926

927 **LOCAL 255 UNION COMMITTEE**

928

  
Earl J. J.

929

930

Earl J. J.

Amendments for OPT Out Amounts

APPENDIX C

BENEFIT OPT OUT RATES (THESE NUMBERS REPRESENT 50% OF THE 2007 CAPPED PREMIUMS)

|              | SINGLE   | HUSBAND/WIFE | PARENT/CHILD | FAMILY    |
|--------------|----------|--------------|--------------|-----------|
| MEDICAL      | 4,816.26 | 9,874.98     | 8,127.66     | 14,433.54 |
| CHIROPRACTIC | 45.83    | 102.83       | 107.38       | 133.84    |
| DENTAL       | 253.98   | 441.60       | 441.60       | 707.40    |
| TOTAL        | 5,116.07 | 10,419.41    | 8,676.64     | 15,274.78 |

933 Rates above reflect the inclusion of the CDL A and/or B stipend into the base wage. Therefore  
934 the contract language regarding CDL stipends will be deleted from the agreement.  
935

936 A step advancement upon attaining new CDL classification shall be effective the next  
937 payroll following the Department Head's receipt of proof of license.  
938

939 Promotion from Truck Driver Step 4 with Class A CDL and tanker endorsement, will  
940 advance to Road Equipment Operator Step 2.  
941

942 Jurgelsky will be re-titled to Master Equipment Operator Step 4. Job description to  
943 reflect proficiency on all machines and ability to train others. All future Master EO shall require  
944 the same specifications as Equipment Operators.  
945

946 Laborers must have CDL Class B before advancing to Step 2, and will advance through  
947 all four steps and demonstrate proficiency in all vehicles requiring Class B before advancing to  
948 Truck Driver Step 1.  
949

950 Truck Driver – The advancement to Step 4 is contingent upon having a Class A license  
951 and demonstrated proficiency in all Class A and B vehicles including roll-off.  
952

953 Any building maintenance workers with five (5) years of service shall move to Step 1 Sr.  
954 Building Maintenance Workers.  
955

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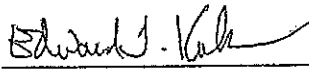
Side Letter of Understanding  
Between  
Township of Monroe  
And  
Local 255, United Service Workers Union, IUJAT

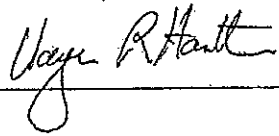
Pursuant to discussions between the parties regarding certain issues the parties agree to the following effective April 1, 2011.

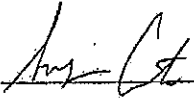
1. For the months of April, May, June, July, August and September the Recycling Yard will be staffed by three (3) bargaining unit employees on Saturday.

For the Union:

For the Employer:

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

March 14, 2011

977  
978  
979

| <b>BLUE COLLAR WORKER SALARY AND WAGES</b> |                               |                               |                               |                               |
|--|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| <b><u>POSITION</u></b>                     | <b><u>2011<br/>Step 1</u></b> | <b><u>2011<br/>Step 2</u></b> | <b><u>2011<br/>Step 3</u></b> | <b><u>2011<br/>Step 4</u></b> |
| Asst. General Forman                       | \$66,595                      | \$70,539                      | \$74,718                      | \$79,152                      |
| Bldg. & Grounds Forman                     | \$44,978                      | \$48,191                      | \$50,556                      | \$53,040                      |
| Bldg. Maintenance Worker                   | \$35,159                      | \$36,878                      | \$38,666                      | \$40,559                      |
| Master Equipment Operator                  | \$58,929                      | \$62,456                      | \$64,880                      | \$66,198                      |
| Road Equipment Operator                    | \$45,344                      | \$48,000                      | \$52,264                      | \$55,084                      |
| Parks Equipment Operator                   | \$39,335                      | \$42,940                      | \$45,344                      | \$47,147                      |
| DPW Clerk Dispatcher                       | \$35,474                      | \$37,690                      | \$39,908                      | \$42,125                      |
| Sign Technician/Info Tech                  | \$43,234                      | \$45,451                      | \$47,668                      | \$52,102                      |
| General Forman                             | \$70,904                      | \$74,279                      | \$78,697                      | \$83,365                      |
| Truck Driver                               | \$40,852                      | \$42,896                      | \$45,039                      | \$47,532                      |
| Truck Driver/Parks                         | \$37,166                      | \$38,980                      | \$40,887                      | \$42,886                      |
| Laborer                                    | \$35,159                      | \$37,166                      | \$38,666                      | \$40,559                      |
| Mechanic                                   | \$49,374                      | \$51,723                      | \$54,210                      | \$56,806                      |
| Mechanic's Helper                          | \$35,159                      | \$36,878                      | \$38,666                      | \$40,559                      |
| Welder                                     | \$48,265                      | \$50,615                      | \$53,101                      | \$55,697                      |
| Road Dept. Forman                          | \$60,039                      | \$63,565                      | \$65,989                      | \$67,306                      |
| Sr. Bldg. Maintenance Worker               | \$43,341                      | \$45,491                      | \$47,640                      | \$49,951                      |
| Sign Technician                            | \$43,341                      | \$45,491                      | \$47,640                      | \$49,951                      |
| Sr. Mechanic                               | \$59,674                      | \$62,077                      | \$64,481                      | \$67,557                      |
| <b>Skilled Worker:</b>                     |                               |                               |                               |                               |
| Mason, Welder or Paver                     | \$38.43                       | \$39.30                       | \$39.30                       | \$42.97                       |
| Carpenter, Plumber                         |                               |                               |                               |                               |

| <b>BLUE COLLAR WORKER SALARY AND WAGES</b> |               |               |               |               |
|--|---------------|---------------|---------------|---------------|
|  | <u>2011</u>   | <u>2011</u>   | <u>2011</u>   | <u>2011</u>   |
| <u>POSITION</u>                            | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> |
| MTUD Laborer                               | \$35,159      | \$37,166      | \$38,666      | \$40,559      |
| MTUD Senior Laborer                        | \$45,344      | \$47,147      | \$52,264      | \$55,084      |
| MTUD Operator                              | \$45,344      | \$47,147      | \$52,264      | \$55,084      |
| MTUD Senior Operator                       |               | \$58,929      | \$62,456      | \$64,525      |
| MTUD Foreman                               | \$66,300      | \$69,051      | \$71,802      | \$74,554      |
| MTUD Inspector                             | \$32,360      | \$35,767      | \$39,175      | \$42,583      |
| MTUD Senior Inspector                      | \$45,991      | \$49,399      | \$52,806      | \$56,215      |

| <b>BLUE COLLAR WORKER SAL</b> |                        |                        |                        |                        |
|-------------------------------|------------------------|------------------------|------------------------|------------------------|
| <b>POSITION</b>               | <b>2012<br/>Step 1</b> | <b>2012<br/>Step 2</b> | <b>2012<br/>Step 3</b> | <b>2012<br/>Step 4</b> |
| Asst. General Forman          | \$67,927               | \$71,950               | \$76,212               | \$80,735               |
| Bldg. & Grounds Forman        | \$45,878               | \$49,155               | \$51,567               | \$54,101               |
| Bldg. Maintenance Worker      | \$35,862               | \$37,616               | \$39,439               | \$41,370               |
| Master Equipment Operator     | \$60,108               | \$63,705               | \$66,178               | \$67,522               |
| Road Equipment Operator       | \$46,251               | \$48,960               | \$53,309               | \$56,186               |
| Parks Equipment Operator      | \$40,122               | \$43,799               | \$46,251               | \$48,090               |
| DPW Clerk Dispatcher          | \$36,183               | \$38,444               | \$40,706               | \$42,968               |
| Sign Technician/Info Tech     | \$44,099               | \$46,360               | \$48,621               | \$53,144               |
| General Forman                | \$72,322               | \$75,765               | \$80,271               | \$85,032               |
| Truck Driver                  | \$41,669               | \$43,754               | \$45,940               | \$48,483               |
| Truck Driver/Parks            | \$37,909               | \$39,760               | \$41,705               | \$43,744               |
| Laborer                       | \$35,862               | \$37,909               | \$39,439               | \$41,370               |
| Mechanic                      | \$50,361               | \$52,757               | \$55,294               | \$57,942               |
| Mechanic's Helper             | \$35,862               | \$37,616               | \$39,439               | \$41,370               |
| Welder                        | \$49,230               | \$51,627               | \$54,163               | \$56,811               |
| Road Dept. Forman             | \$61,240               | \$64,836               | \$67,309               | \$68,652               |
| Sr. Bldg. Maintenance Worker  | \$44,208               | \$46,401               | \$48,593               | \$50,950               |
| Sign Technician               | \$44,208               | \$46,401               | \$48,593               | \$50,950               |
| Sr. Mechanic                  | \$60,867               | \$63,319               | \$65,771               | \$68,908               |
| <b>Skilled Worker:</b>        |                        |                        |                        |                        |
| Mason, Welder or Paver        | \$39.20                | \$40.09                | \$40.09                | \$43.83                |
| Carpenter, Plumber            |                        |                        |                        |                        |

| <b>BLUE COLLAR WORKER SAL</b> |               |               |               |               |
|-------------------------------|---------------|---------------|---------------|---------------|
|                               | <u>2012</u>   | <u>2012</u>   | <u>2012</u>   | <u>2012</u>   |
| <u>POSITION</u>               | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> |
| MTUD Laborer                  | \$35,862      | \$37,909      | \$39,439      | \$41,370      |
| MTUD Senior Laborer           | \$46,251      | \$48,090      | \$53,309      | \$56,186      |
| MTUD Operator                 | \$46,251      | \$48,090      | \$53,309      | \$56,186      |
| MTUD Senior Operator          | \$0           | \$60,108      | \$63,705      | \$65,816      |
| MTUD Foreman                  | \$67,626      | \$70,432      | \$73,238      | \$76,045      |
| MTUD Inspector                | \$33,007      | \$36,482      | \$39,959      | \$43,435      |
| MTUD Senior Inspector         | \$46,911      | \$50,387      | \$53,862      | \$57,339      |

| <b>BLUE COLLAR WORKER SAL</b> |               |               |               |               |
|-------------------------------|---------------|---------------|---------------|---------------|
|                               | <u>2013</u>   | <u>2013</u>   | <u>2013</u>   | <u>2013</u>   |
| <u>POSITION</u>               | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> |
| Asst. General Forman          | \$69,286      | \$73,389      | \$77,736      | \$82,350      |
| Bldg. & Grounds Forman        | \$46,796      | \$50,138      | \$52,598      | \$55,183      |
| Bldg. Maintenance Worker      | \$36,579      | \$38,368      | \$40,228      | \$42,197      |
| Master Equipment Operator     | \$61,310      | \$64,979      | \$67,502      | \$68,872      |
| Road Equipment Operator       | \$47,176      | \$49,939      | \$54,375      | \$57,310      |
| Parks Equipment Operator      | \$40,924      | \$44,675      | \$47,176      | \$49,052      |
| DPW Clerk Dispatcher          | \$36,907      | \$39,213      | \$41,520      | \$43,827      |
| Sign Technician/Info Tech     | \$44,981      | \$47,287      | \$49,593      | \$54,207      |
| General Forman                | \$73,768      | \$77,280      | \$81,876      | \$86,733      |
| Truck Driver                  | \$42,502      | \$44,629      | \$46,859      | \$49,453      |
| Truck Driver/Parks            | \$38,667      | \$40,555      | \$42,539      | \$44,619      |
| Laborer                       | \$36,579      | \$38,667      | \$40,228      | \$42,197      |
| Mechanic                      | \$51,368      | \$53,812      | \$56,400      | \$59,101      |
| Mechanic's Helper             | \$36,579      | \$38,368      | \$40,228      | \$42,197      |
| Welder                        | \$50,215      | \$52,660      | \$55,246      | \$57,947      |
| Road Dept. Forman             | \$62,465      | \$66,133      | \$68,655      | \$70,025      |
| Sr. Bldg. Maintenance Worker  | \$45,092      | \$47,329      | \$49,565      | \$51,969      |
| Sign Technician               | \$45,092      | \$47,329      | \$49,565      | \$51,969      |
| Sr. Mechanic                  | \$62,084      | \$64,585      | \$67,086      | \$70,286      |
| <u>Skilled Worker:</u>        |               |               |               |               |
| Mason, Welder or Paver        | \$39.98       | \$40.89       | \$40.89       | \$44.71       |
| Carpenter, Plumber            |               |               |               |               |

| <b>BLUE COLLAR WORKER SAL</b> |               |               |               |               |
|-------------------------------|---------------|---------------|---------------|---------------|
|                               | <u>2013</u>   | <u>2013</u>   | <u>2013</u>   | <u>2013</u>   |
| <u>POSITION</u>               | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> |
| MTUD Laborer                  | \$36,579      | \$38,667      | \$40,228      | \$42,197      |
| MTUD Senior Laborer           | \$47,176      | \$49,052      | \$54,375      | \$57,310      |
| MTUD Operator                 | \$47,176      | \$49,052      | \$54,375      | \$57,310      |
| MTUD Senior Operator          | \$0           | \$61,310      | \$64,979      | \$67,132      |
| MTUD Foreman                  | \$68,979      | \$71,841      | \$74,703      | \$77,566      |
| MTUD Inspector                | \$33,667      | \$37,212      | \$40,758      | \$44,304      |
| MTUD Senior Inspector         | \$47,849      | \$51,395      | \$54,939      | \$58,486      |

| <b>BLUE COLLAR WORKER SAL</b> |               |               |               |               |
|-------------------------------|---------------|---------------|---------------|---------------|
|                               | <u>2014</u>   | <u>2014</u>   | <u>2014</u>   | <u>2014</u>   |
| <b>POSITION</b>               | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> |
| Asst. General Forman          | \$70,672      | \$74,857      | \$79,291      | \$83,997      |
| Bldg. & Grounds Forman        | \$47,732      | \$51,141      | \$53,650      | \$56,287      |
| Bldg. Maintenance Worker      | \$37,311      | \$39,135      | \$41,033      | \$43,041      |
| Master Equipment Operator     | \$62,536      | \$66,279      | \$68,852      | \$70,249      |
| Road Equipment Operator       | \$48,120      | \$50,938      | \$55,463      | \$58,456      |
| Parks Equipment Operator      | \$41,742      | \$45,569      | \$48,120      | \$50,033      |
| DPW Clerk Dispatcher          | \$37,645      | \$39,997      | \$42,350      | \$44,704      |
| Sign Technician/Info Tech     | \$45,881      | \$48,233      | \$50,585      | \$55,291      |
| General Forman                | \$75,243      | \$78,826      | \$83,514      | \$88,468      |
| Truck Driver                  | \$43,352      | \$45,522      | \$47,796      | \$50,442      |
| Truck Driver/Parks            | \$39,440      | \$41,366      | \$43,390      | \$45,511      |
| Laborer                       | \$37,311      | \$39,440      | \$41,033      | \$43,041      |
| Mechanic                      | \$52,395      | \$54,888      | \$57,528      | \$60,283      |
| Mechanic's Helper             | \$37,311      | \$39,135      | \$41,033      | \$43,041      |
| Welder                        | \$51,219      | \$53,713      | \$56,351      | \$59,106      |
| Road Dept. Forman             | \$63,714      | \$67,456      | \$70,028      | \$71,426      |
| Sr. Bldg. Maintenance Worker  | \$45,994      | \$48,276      | \$50,556      | \$53,008      |
| Sign Technician               | \$45,994      | \$48,276      | \$50,556      | \$53,008      |
| Sr. Mechanic                  | \$63,326      | \$65,877      | \$68,428      | \$71,692      |
| <b>Skilled Worker:</b>        |               |               |               |               |
| Mason, Welder or Paver        | \$40.78       | \$41.71       | \$41.71       | \$45.60       |
| Carpenter, Plumber            |               |               |               |               |



| <b>BLUE COLLAR WORKER SAL</b> |               |               |               |               |
|-------------------------------|---------------|---------------|---------------|---------------|
|                               | <b>2014</b>   | <b>2014</b>   | <b>2014</b>   | <b>2014</b>   |
| <b>POSITION</b>               | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> |
| MTUD Laborer                  | \$37,311      | \$39,440      | \$41,033      | \$43,041      |
| MTUD Senior Laborer           | \$48,120      | \$50,033      | \$55,463      | \$58,456      |
| MTUD Operator                 | \$48,120      | \$50,033      | \$55,463      | \$58,456      |
| MTUD Senior Operator          | \$0           | \$62,536      | \$66,279      | \$68,475      |
| MTUD Foreman                  | \$70,359      | \$73,278      | \$76,197      | \$79,117      |
| MTUD Inspector                | \$34,340      | \$37,956      | \$41,573      | \$45,190      |
| MTUD Senior Inspector         | \$48,806      | \$52,423      | \$56,038      | \$59,656      |



**PLAN DESIGN AND BENEFITS**  
**PROVIDED BY AETNA HEALTH INC. AND AETNA HEALTH INSURANCE COMPANY- FULL RISK**

| PLAN FEATURES  | PARTICIPATING PROVIDERS               | NON-PARTICIPATING PROVIDERS  |
|--|---------------------------------------|--|
| <b>Deductible</b> (per calendar year)  | None Individual<br>None Family        | \$1,000 Individual<br>\$3,000 Family   |
| <p>Unless otherwise indicated, the Deductible must be met prior to benefits being payable.<br/>           Member cost sharing for certain services including member cost sharing for prescription drugs, as indicated in the plan, are excluded from charges to meet the Deductible.<br/>           Once Family Deductible is met, all family members will be considered as having met their Deductible for the remainder of the calendar year.</p>  |                                       |  |
| <b>Out-of-Pocket Maximum</b> (per calendar year)   | \$1,500 Individual<br>\$3,000 Family  | \$10,000 Individual<br>\$30,000 Family   |
| <p>Member cost sharing for certain services may not apply toward the Out-of-Pocket Maximum.<br/>           Only those participating providers and non-participating providers out of pocket expenses resulting from the application of coinsurance percentage and copays (except any penalty amounts and pharmacy cost sharing) may be used to satisfy the Out-of-Pocket Maximum.<br/>           Once Family Out-of-Pocket Maximum is met, all family members will be considered as having met their Out-of-Pocket Maximum for the remainder of the calendar year.</p> |                                       |  |
| <b>Lifetime Maximum</b>  | Unlimited unless otherwise indicated. | Unlimited unless otherwise indicated.  |
| <b>Primary Care Physician Selection</b>  | Not Required                          | Not Applicable   |
| <p><b>Precertification Requirement</b> Certain non-participating providers/participating provider self referred services require precertification or benefits will be reduced. Refer to your plan documents for a complete list of services that require precertification.</p>   |                                       |  |
| <b>Referral Requirements</b>   | None                                  | None   |
| PREVENTIVE CARE  | PARTICIPATING PROVIDERS               | NON-PARTICIPATING PROVIDERS  |
| <b>Routine Adult Physical Exams / Immunizations</b><br>(Age and frequency schedules apply)   | Covered 100%                          | Not Covered  |
| <b>Well Child Exams / Immunizations</b><br>(Age and frequency schedules apply)<br>Includes coverage for blood level screenings.<br>Includes coverage for blood level screenings.   | Covered 100%                          | Not Covered  |
| <b>Routine Gynecological Care Exams</b><br>Includes Pap smear and related lab fees.<br>One exam per calendar year.   | Covered 100%                          | Not Covered  |
| <b>Routine Mammograms</b><br>One baseline mammogram for females age 35-39; and one annual mammogram for females age 40 and over  | Covered 100%                          | 30% after deductible   |
| <b>Routine Digital Rectal Exams / Prostate Specific Antigen Test</b><br>For males age 40 and over  | Covered 100%.                         | Member cost sharing is based on the type of service performed and the place of service where it is rendered. |
| <b>Colorectal Cancer Screening</b>   | Covered 100%.                         | Member cost sharing is based on the type of service performed and the place of service where it is rendered. |

Coverage includes Sigmoidoscopy every 5 years for all covered members age 45 and over.



**PLAN DESIGN AND BENEFITS**  
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|  |   |  |
|--|---|--|
| Routine Eye Exam<br>Age/Frequency Schedule may apply.  | Covered 100%                                  | Not Covered  |
| Routine Hearing Screening  | Subject to Routine Physical Exam cost sharing | Subject to Routine Physical Exam benefit                 |
| Newborn Hearing Testing and Monitoring   | Subject to Routine Physical Exam cost sharing | 30%; deductible waived                                   |
| Hearing Aids<br>Coverage for all persons age 15 or younger. One hearing aid for each impaired ear every 24 months. | \$10 Copay                                    | 30%; after deductible limited to \$1,000 per hearing aid |

| PHYSICIAN SERVICES  | PARTICIPATING PROVIDERS  | NON-PARTICIPATING PROVIDERS |
|---|--|-----------------------------|
| Office Visits to member's selected Primary Care Physician   | Office Hours: \$10 Copay and After Office Hours/Home: \$10 copay           | 30% after deductible        |
| Specialist Office Visits<br>Includes services of an Internist, general physician, family practitioner or pediatrician selected PCP. | \$10 copay   | 30% after deductible        |
| Maternity OB Visits   | \$10 copay for initial visit only, thereafter covered 100%                 | 30% after deductible        |
| Allergy Treatment   | Same as applicable participating provider office visit member cost sharing | 30% after deductible        |
| Allergy Testing   | Same as applicable participating provider office visit member cost sharing | 30% after deductible        |

| DIAGNOSTIC PROCEDURES  | PARTICIPATING PROVIDERS | NON-PARTICIPATING PROVIDERS |
|--|-------------------------|-----------------------------|
| Diagnostic Laboratory<br>If performed as a part of a physician's office visit and billed by the physician, expenses are covered subject to the applicable physician's office visit cost sharing. | Covered 100%            | 30% after deductible        |
| Diagnostic X-ray<br>Outpatient hospital or other Outpatient facility (except for Complex Imaging Services)   | \$10 copay              | 30% after deductible        |
| Diagnostic X-ray for Complex Imaging Services  | Covered 100%            | 30% after deductible        |

| EMERGENCY MEDICAL CARE                  | PARTICIPATING PROVIDERS | NON-PARTICIPATING PROVIDERS              |
|---|-------------------------|--|
| Emergency Room                          | \$15 copay              | Refer to participating provider benefit. |
| Non-Emergency Care in an Emergency Room | Not Covered             | Not Covered                              |
| Emergency Use of Ambulance              | Covered 100%            | Refer to participating provider benefit. |
| Non-Emergency Use of Ambulance          | Not Covered             | Not Covered                              |

| HOSPITAL CARE                | PARTICIPATING PROVIDERS    | NON-PARTICIPATING PROVIDERS         |
|------------------------------|----------------------------|-------------------------------------|
| Inpatient Coverage           | Covered 100% per admission | 30% per admission; after deductible |
| Inpatient Maternity Coverage | Covered 100% per admission | 30% per admission; after deductible |

The member cost sharing applies to all covered benefits incurred during a member's inpatient stay.



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|   |  |   |
|---|--|---|
| <b>Outpatient Surgery</b>   | Covered 100% per visit                               | 30% per admission; after deductible                                       |
| The member cost sharing applies to all covered benefits incurred during a member's outpatient visit.                          |  |   |
| <b>MENTAL HEALTH SERVICES</b>   |  |   |
|   | <b>PARTICIPATING PROVIDERS</b>                       | <b>NON-PARTICIPATING PROVIDERS</b>  |
| <b>Inpatient Biologically Based Mental Illness</b>  | Covered 100% per admission; deductible waived        | 30% per admission; after deductible                                       |
| The member cost sharing applies to all covered benefits incurred during a member's inpatient stay.                            |  |   |
| <b>Inpatient Non-Biologically Based Mental Illness</b>  | Covered 100% per admission; deductible waived        | 30% per admission; after deductible                                       |
| The member cost sharing applies to all covered benefits incurred during a member's inpatient stay.                            |  |   |
| <b>Outpatient Biologically Based Mental Illness</b>   | \$10 copay per visit                                 | 30% per visit; after deductible   |
| The member cost sharing applies to all covered benefits incurred during a member's outpatient visit.                          |  |   |
| <b>Outpatient Non-Biologically Based Mental Illness</b>   | \$10 copay per visit                                 | 30% per visit; after deductible   |
| The member cost sharing applies to all covered benefits incurred during a member's outpatient visit.                          |  |   |
| <b>ALCOHOL/DRUG ABUSE SERVICES</b>  |  |   |
|   | <b>PARTICIPATING PROVIDERS</b>                       | <b>NON-PARTICIPATING PROVIDERS</b>  |
| <b>Inpatient Detoxification- Alcohol Abuse</b>  | Covered 100% per admission; deductible waived        | 30% per admission; after deductible                                       |
| The member cost sharing applies to all covered benefits incurred during a member's inpatient stay.                            |  |   |
| <b>Outpatient Detoxification-Alcohol Abuse</b>  | \$10 copay   | 30%; after deductible   |
| The member cost sharing applies to all covered benefits incurred during a member's outpatient visit.                          |  |   |
| <b>Outpatient Detoxification-Drug Abuse</b>   | \$10 copay   | 30%; after deductible   |
| The member cost sharing applies to all covered benefits incurred during a member's outpatient visit.                          |  |   |
| <b>Inpatient Rehabilitation - Alcohol Abuse</b>   | Covered 100% per admission; deductible waived        | 30% per admission; after deductible                                       |
| The member cost sharing applies to all covered benefits incurred during a member's inpatient stay.                            |  |   |
| <b>Inpatient Rehabilitation - Drug Abuse</b>  | Covered 100% per admission; deductible waived        | 30% per admission; after deductible                                       |
| The member cost sharing applies to all covered benefits incurred during a member's inpatient stay.                            |  |   |
| <b>Residential Treatment Facility</b>   | Covered 100%   | 30%   |
| <b>Outpatient Rehabilitation - Alcohol Abuse</b>  | \$10 Copay   | 30%; after deductible   |
| The member cost sharing applies to all covered benefits incurred during a member's outpatient visit.                          |  |   |
| <b>Outpatient Rehabilitation - Drug Abuse</b>   | \$10 Copay   | 30%; after deductible   |
| The member cost sharing applies to all covered benefits incurred during a member's outpatient visit.                          |  |   |
| <b>OTHER SERVICES</b>   |  |   |
|   | <b>PARTICIPATING PROVIDERS</b>                       | <b>NON-PARTICIPATING PROVIDERS</b>  |
| <b>Skilled Nursing Facility</b>   | Covered 100% per admission                           | 30% per visit; after deductible<br>Limited to 240 days per calendar year  |
| The member cost sharing applies to all covered benefits incurred during a member's inpatient stay.                            |  |   |
| <b>Home Health Care</b>   | \$10 copay<br>Limited to 60 visits per calendar year | 30% per visit; after deductible<br>Limited to 60 visits per calendar year |
| Limited to 3 intermittent visit per day by a participating home health care agency; 1 visit equals a period of 4 hrs or less. |  |   |
| <b>Hospice Care - Inpatient</b>   | Covered 100% per admission                           | 30% per admission; after deductible                                       |
| The member cost sharing applies to all covered benefits incurred during a member's inpatient stay.                            |  |   |



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|   |  |  |
|---|--|--|
| <b>Hospice Care - Outpatient</b>  | \$10 copay   | 30% per admission; after deductible  |
| The member cost sharing applies to all covered benefits incurred during a member's outpatient visit.  |  |  |
| <b>Private Duty Nursing</b>   | Not Covered  | Not Covered  |
| <b>Outpatient Rehabilitation Therapy (Includes speech, physical and occupational therapy)</b>   | \$10 copay<br>Limited to 60 visits per calendar year.  | 30% per admission; after deductible<br>Limited to 60 visits per calendar year.   |
| <b>Subluxation</b>  | \$10 copay<br>Limited to 20 visits per calendar year   | 30% after deductible<br>\$1,000 calendar year maximum.   |
| <b>Autism</b>   | Member cost sharing is based on the type of service performed and the place of service where it is rendered      | Member cost sharing is based on the type of service performed and the place of service where it is rendered                    |
| ABA is covered the same as any other expense for eligible individuals who are 21 years of age or younger. Also, unlimited coverage for Habilitative care is provided to children under age 21 who are diagnosed with autism or another developmental disability.                      |  |  |
| <b>Durable Medical Equipment</b>  | <u>50%</u><br>Limited to \$2,500 per calendar year   | 30%; after deductible (must precertify if over \$1,500)  |
| <b>Prosthetics</b>  | \$10 Copay; after deductible   | Covered according to standard claim practice   |
| <b>Orthotics</b>  | \$10 Copay; after deductible   | Covered according to standard claim practice   |
| <b>Diabetic Supplies</b>  | Pharmacy cost sharing applies if Pharmacy coverage is included; otherwise PCP office visit cost sharing applies. | 30%  |
| <b>Dental</b>   | Not Covered  | Not Covered  |
| <b>Vision Eyewear</b>   | \$35 once per 24 month period  | Covered same as participating provider benefit   |
| <b>Transplants</b>  | Covered 100% per admission<br>Coverage is provided at an IOE contracted facility only                            | 30% per admission; after deductible<br>Coverage is provided at a Non-IOE contracted facility only                              |
| <b>Bariatric Surgery</b>  | Covered 100% per admission   | Not Covered  |
| The member cost sharing applies to all covered benefits incurred during a member's inpatient stay.  |  |  |
| <b>FAMILY PLANNING</b>  | <b>PARTICIPATING PROVIDERS</b>   | <b>NON-PARTICIPATING PROVIDERS</b>   |
| <b>Infertility Treatment</b>  | Member cost sharing is based on the type of service performed and the place of service where it is rendered.     | Member cost sharing is based on the type of service performed and the place of service where it is rendered; after deductible. |
| Diagnosis and treatment of the underlying medical condition.  |  |  |
| <b>Comprehensive Infertility Services</b>   | Applicable copay applies   | 30%  |
| Coverage includes Artificial Insemination and Ovulation Induction.  |  |  |
| <b>Advanced Reproductive Technology (ART)</b>   | Covered 100%   | 30%  |
| ART coverage includes In-Vitro Fertilization (IVF), Zygote Intra-Fallopian Transfer (ZIFT), Gamete Intra-Fallopian Transfer (GIFT), cryopreserved embryo transfers, Intra-Cytoplasmic Sperm Injection (ICSI) or ovum microsurgery, limited to 4 complete egg retrievals per lifetime. |  |  |



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|   | Subject to applicable service type member cost sharing  | Subject to applicable service type member cost sharing |
|---|---|--|
| <b>Voluntary Sterilization</b><br>including tubal ligation and vasectomy.   |   |  |
| <b>PHARMACY PRESCRIPTION DRUG BENEFITS</b>  | <b>PARTICIPATING PROVIDERS</b>  | <b>NON-PARTICIPATING PROVIDERS</b>                     |
| <b>Retail</b><br>2 times retail copay for 31-90 day supply at participating pharmacies. Percentage copays will not be doubled)  | \$5. copay for generic and \$15 brand-name drugs up to a 30 day supply at participating pharmacies.           | Not Covered  |
| <b>Mail Order</b>   | \$10 copay for generic drugs and \$30 brand-name drugs up to a 31-90 day supply from Aetna Rx Home Delivery®. | Not Covered  |
| <b>No Mandatory Generic (NO MG)</b> - Member is responsible to pay the applicable copay only.<br>Plan includes : Contraceptive drugs and devices obtainable from a pharmacy.<br>Recert Included |   |  |
| <b>Dependents Eligibility</b>   | Spouse, children from birth to age 26.  |  |

For any service or supply that is subject to a maximum visit, day, or dollar limitation, such maximums will be reduced by any services or supplies which are covered as participating providers and non-participating providers benefits under this plan.

**Exclusions and Limitations**

Plans are provided by Aetna Health Inc. and Aetna Health Insurance Company. While this material is believed to be accurate as of the production date, it is subject to change.

Health benefits and health insurance plans contain exclusions and limitations. Not all health services are covered.

See plan documents for a complete description of benefits, exclusions, limitations and conditions of coverage. Plan features and availability may vary by location and are subject to change. You may be responsible for the health care provider's full charges for any non-covered services, including circumstances where you have exceeded a benefit limit contained in the plan. Providers are independent contractors and are not agents of Aetna. Provider participation may change without notice. Aetna does not provide care or guarantee access to health services.

The following is a list of services and supplies that are generally *not covered*. However, your plan documents may contain exceptions to this list based on state mandates or the plan design or rider(s) purchased by your employer.



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- All medical and hospital services not specifically covered in, or which are limited or excluded by your plan documents.
- Cosmetic surgery, including breast reduction.
- Custodial care.
- Dental care and dental X-rays.
- Donor egg retrieval.
- Durable medical Equipment
- Experimental and investigational procedures, except for coverage for medically necessary routine patient care costs for members participating in a cancer clinical trial.
- Hearing aids
- Home births
- Immunizations for travel or work, except where medically necessary or indicated.
- Implantable drugs and certain injectable drugs including injectable infertility drugs.
- Infertility services, including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI and other related services, unless specifically listed as covered in your plan documents.
- Long-term rehabilitation therapy.
- Non-medically necessary services or supplies.
- Orthotics except diabetic orthotics.
- Outpatient prescription drugs (except for treatment of diabetes), unless covered by a prescription plan rider and over-the-counter medications (except as provided in a hospital) and supplies.
- Radial keratotomy or related procedures.
- Reversal of sterilization.
- Services for the treatment of sexual dysfunction or inadequacies, including therapy, supplies or counseling or prescription drugs.
- Special duty nursing.
- Therapy or rehabilitation other than those listed as covered.
- Treatment of behavioral disorders.
- Weight control services including surgical procedures, medical treatments, weight control/loss programs, dietary regimens and supplements, appetite suppressants and other medications; food or food supplements, exercise programs, exercise or other equipment; and other services and supplies that are primarily intended to control weight or treat obesity, including Morbid Obesity, or for the purpose of weight reduction, regardless of the existence of comorbid conditions.

Aetna receives rebates from drug manufacturers that may be taken into account in determining Aetna's Preferred Drug List. Rebates do not reduce the amount a member pays the pharmacy for covered prescriptions. Aetna Rx Home Delivery refers to Aetna Rx Home Delivery, LLC, a licensed pharmacy subsidiary of Aetna Inc., that operates through mail order. The charges that Aetna negotiates with Aetna Rx Home Delivery may be higher than the cost they pay for the drugs and the cost of the mail order pharmacy services they provide. For these purposes, the pharmacy's cost of purchasing drugs takes into account discounts, credits and other amounts that they may receive from wholesalers, manufacturers, suppliers and distributors.

In case of emergency, call 911 or your local emergency hotline, or go directly to an emergency care facility.

If you require language assistance from an Aetna representative, please call Member Services' multilingual hotline at 1-888-982-3862 (140 languages are available. You must ask for an interpreter). TDD 1-800-628-3323 (hearing impaired only).

Si necesita asistencia lingüística de un representante de Aetna, contamos con una línea directa de Servicios a Miembros disponible en varios idiomas. Comuníquese al 1-888-982-3862 (140 idiomas disponibles. Debe solicitar un intérprete). TDD 1-800-628-3323 (para personas con problemas de audición únicamente).

Plan features and availability may vary by location and group size.

For more information about Aetna plans, refer to [www.aetna.com](http://www.aetna.com).



TOWNSHIP OF MONROE-COUNTY OF MIDDLESEX  
Proposed effective date: 01-01-2011  
AETNA CHOICE™ POS - New Jersey

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