

AGREEMENT  
*by and between*  
**Monroe Township**  
*and*  
**United Food & Commercial  
Workers Union**  
**Local 1360**

EFFECTIVE DATE: January 1, 2003  
EXPIRATION DATE: December 31, 2006

This Union contract, negotiated for you by UFCW local 1360, carefully explains in detail all of the terms and conditions of your employment and your many rights and benefits as a Union member.

You should read this agreement carefully because it is important for you to be fully aware of all these protections and benefits and to understand how they help you, on the job.

When all of the provisions of this contract are observed, you receive the full measure of benefit you are entitled to in return for your hours of labor.

In addition to providing job security, this contract has an efficient grievance procedure for the orderly and fair settlement of any problem you may encounter in the course of your employment.

If you have any questions regarding the rights or benefits under this agreement, please ask your Shop Steward or Union Business Representative for assistance.

Also feel free to call or visit the Union Office. Remember, help is always as close to you as your telephone.

Sincerely and Fraternaly,

Clay Bowman, President

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THIS AGREEMENT is made and entered into this 18<sup>th</sup> day of November 2003, by and between MONROE TOWNSHIP (hereinafter referred to as "EMPLOYER") and UNITED FOOD AND COMMERCIAL WORKERS UNION, Local # 1360, (hereinafter referred to as "Union") chartered by UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION affiliated with AFL-CIO, CLC.

## **ARTICLE I PURPOSE**

The Employer actively participated in joint negotiations through its authorized negotiating representative and with the Union, which negotiations have resulted in this Labor Agreement establishing mutually satisfactory condition of employment, as more particularly hereinafter set forth.

## **ARTICLE II RECOGNITION**

The Employer recognizes the Union as the exclusive representative of all full-time and regular part-time white collar and blue-collar employees except police, confidential, managerial executives, professionals, craft employees and supervisors.

This Agreement shall be applicable to the classification set forth in Appendix A and such additional classifications as the parties may agree to in the future. It is understood that upon exceeding four (4) months, any temporary or seasonal positions shall be deemed permanent and shall be included in the unit. However, any employee hired to replace a permanent employee on a leave of absence for union business pursuant to Article VII (5) shall be deemed a temporary employee for the duration of the permanent employee's leave of absence.

Whenever a new job classification is established, the Township will notify the Union of its position regarding inclusion of said title in the bargaining unit and, if mutually agreeable, shall enter into negotiations with respect to salary and other terms and conditions of employment as may pertain specifically to such classification. Any dispute over inclusion of a title shall be resolved by PERC.

## **ARTICLE III AGENCY SHOP**

- A. The Township agrees to deduct the representation fee in lieu of dues from the earnings of those employees who elect not to become members of the Union and transmit the fee to the Union as the majority representative.
- B. The representation fee shall be eighty-five (85%) percent of the regular Union membership dues, fees and assessments and notice of said amount shall be furnished to the Township in writing by the majority representative.
- C. The Union agrees to establish and maintain a demand and return system in accordance with the provisions of State law.
- D. Payment of the representation fee in lieu of dues shall commence on the 30th day following the beginning of an employee's employment in a position in the contractual bargaining unit or on the 10th day following re-entry into the contractual bargaining unit in a position included in the bargaining unit.

## **ARTICLE IV GRIEVANCE AND ARBITRATION PROCEDURE**

- A. A "Grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation of, interpretation or application of any of the provisions of this Agreement.
- B. A grievance to be considered in this procedure must be initiated by the employee within fourteen (14) working, days from the time the employee knew or should have known

- of its occurrence.
- C. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
  - D. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Township until such grievance has been fully determined.

#### **LEVEL ONE: INFORMAL PRESENTATION**

An employee with a grievance shall first discuss it with his/her immediate supervisor/foreman, either directly or through the Union's designated representative with the objective of resolving the matter informally.

#### **LEVEL TWO: DIRECTOR**

If the grievance is not settled through Level One, the same shall within five (5) working days of the submission at Level One, be reduced in writing by the employee and submitted to his/her Director, or any person designated by him/her and the answer to such grievance shall be made in writing, with a copy to the Union within five (5) working days of submission.

#### **LEVEL THREE: BUSINESS ADMINISTRATOR**

If the grievance is not settled through Level Two, then the aggrieved shall have the right within five (5) working days of the receipt of the answer at Level Two, to submit such grievance to the Business Administrator. A written answer to such grievance shall be served upon the individual, with a copy to the Union, within ten (10) calendar days after submission.

#### **LEVEL FOUR: MAYOR**

If the grievance is not settled through Level Three, then the aggrieved shall have the right within five (5) working days of the receipt of the answer at Level Three, to submit such grievance to the Mayor. A written answer to such grievance shall be served upon the individual, with a copy to the Union, within twelve (12) calendar days after submission.

#### **LEVEL FIVE: ARBITRATION**

- A. If the aggrieved is not satisfied with the disposition of the grievance at Level Four, the aggrieved may proceed to arbitration by giving written notice thereof to the Mayor within thirty (30) calendar days after the decision at Level Four. The Union shall make the final decision to proceed to arbitration.
- B. The Mayor and the Union shall attempt to agree upon a mutually acceptable Arbitrator and secure a commitment from said Arbitrator to serve. If within twenty (20) working days after written notice of intention to proceed to arbitration, the parties are unable to agree upon an arbitrator, a request for a list of arbitrators shall be made to the American Arbitration Association. The parties shall then be bound by the rules and procedures of the American Arbitration Association.
- C. The Arbitrator shall limit himself to the Agreement and the issues submitted to him and he shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policies of the Township. The decision of the Arbitrator shall be final and binding on the parties. The decision shall be rendered within thirty (30) days, of the completion of the Arbitrator's hearing. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.
- D. The cost for the services of the Arbitrator and the cost of the hearing' room, shall be

shared equally between the parties.

#### **ARTICLE V SENIORITY**

- A. Seniority is defined as the employer's accumulated length of service with the Township. Seniority lists shall be established by the Township one (1) time each year and submitted to the Local Union.
  - 1. When a position becomes available it shall be posted prior to recruiting from outside.
- B. Employees returning from military service shall have their wages and classification determined by the then existing law provided they apply for work within the required period in the Veteran's Reemployment Rights Act requirements. Said job restoration shall be consistent with the then current Veterans Reemployment Rights Act.
- C.
  - 1. In the case of lay-off, due to lack of work, of an employee, seniority shall be the determining factor.
  - 2. The Employer shall give sixty (60) days notice to the Union and the employee of an intended layoff.

#### **ARTICLE VI MANAGEMENT RIGHTS**

- A. The Township hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States, foregoing, the following rights:
  - 1. The executive, management and administrative control of the Township Government and its properties and facilities, and the activities of its employees.
  - 2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees.
  - 3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law, subject to the grievance procedure.

#### **ARTICLE VII LEAVE OF ABSENCE WITHOUT PAY**

The Township of Monroe will comply as required by state and federal laws with the New Jersey Family Leave Act and the Family and Medical Leave Act. Any employee who desires to take a leave pursuant to those laws shall notify the Township with respect to the applicable procedures, entitlement and rules related to such leave. Any leave taken pursuant to the NJFLA or FMLA shall run consecutive with any disability leave.

The Township of Monroe may grant the privilege of a leave of absence without pay for an appropriate reason to a permanent employee for a period not to exceed six (6) months at any one time.

- 1. A request for leave of absence shall be submitted to the immediate supervisor at least two (2) weeks prior to the anticipated start of the leave, except in case of emergencies. The supervisor shall forward his recommendation to the department head who in turn will forward his recommendation to the Business Administrator.
- 2. Such leaves of absence may be renewed for an additional period not to exceed six (6)

months, only by formal action of the Mayor, with the approval of the governing body. No further renewal may be granted, except upon the approval by the Department of Personnel for reasons as established by Commission Regulations.

3. Notice of all leaves of absence without pay, and renewals of such leave, shall be forwarded forthwith to the New Jersey Department of Personnel.
4. During any such leave, health benefits shall be made available to the employee at the election of the employee and at the employee's expense pursuant to COBRA, except for leave taken pursuant to the FMLA.
5. Employees who are appointed or elected to a union position shall be granted a leave of absence upon proper written notice from the employee and/or the union at least two (2) weeks prior to the leave, where practicable. During any such union leave, health benefits shall be made available to the employee at the election of the employee and at the employee's expense or the union's expense on behalf of the employee pursuant to COBRA. At the end of the leave of absence, the employee may elect to return to employment with the Township without loss of seniority, at their former wage rate, plus any increase or less any reduction that may have become effective during the employee's leave of absence. Any time spent on a leave of absence under this subsection shall be considered as time worked for purposes of seniority, entitlement to vacation, personal holidays and other terms and conditions of employment. No such benefits shall accrue during the employee's leave of absence at the employer's expense provided however that the union may pay to the employer the value of the benefits that would have accrued during the leave of absence so as to entitle the employee to the benefit thereof. Any employee who is hired to replace an employee on a union leave of absence shall be deemed a temporary employee for the duration of the employee's union leave of absence.

#### **ARTICLE VIII UNION ACTIVITIES**

- A. There shall be no discrimination against any employee because of their union membership or activities. Neither shall there be any discrimination in employment because of race, color, creed, age or sex.
- B. Bulletin boards on the Employer's premises may be used by the Union, provided any notices posted thereon are first approved by the Employer's Personnel Department. The requirement shall not apply to Union meeting notices, which contain only time, place and date of meeting.
- C. Shop Stewards shall be permitted to handle Union representation matters during working hours without loss of pay up to a maximum of one hour per week, or such additional time as may be necessary and mutually agreed to between the Township and the Union. Union officials will continue the practice of notifying their supervisor prior to taking time off for Union activity.

#### **ARTICLE IX UNION STEWARDS, ENFORCEMENT OF STANDARDS**

- A. The Union will use its best efforts to secure as stewards a high caliber of employee, who shall be required to conform to the standards and qualifications required by the Union.
- B. The Union shall furnish the Employer with a complete list of the Stewards, which list shall be supplemented from time to time as necessary.
- C. The Union shall enforce the rules and regulations of the Employer and through advice, instruction and example, maintain the highest standards of work.

**ARTICLE X  
HOURS AND OVERTIME**

- A. The basic workweek before overtime shall be forty (40) hours.
- B. All hours worked in excess of forty (40) hours per week, or on a Saturday, shall be compensated at the rate of one and one-half (1 ½) the employee's hourly rate. All hours worked on Saturdays or holidays, shall be compensated at double the employee's hourly rate, except that all work performed on the Friday after Thanksgiving shall be compensated at two and one-half (2 ½) times the employee's hourly rate, i.e. (holiday pay plus time and one-half (1 ½)).
- C. All employees shall be entitled to thirty (30) minute duty free lunch. It is understood that foregoing one's lunch break does not mean the employee is permitted to leave work early, unless authorized by the employee's supervisor.
- D. Determination of the starting time of daily and weekly work schedules and the number of hours of work, shall be made by the Employer; provided, however, that the Employer shall post in each department, no later than 12:00 noon on Friday, the work schedule of the employees in that department, for the following work week. These schedules shall contain daily starting and quitting times and designate the day or days off.
- E. Each employee shall be entitled to one fifteen (15) minutes break for each half-day of work. It is understood that foregoing one's break does not mean the employee is permitted to leave work early, unless authorized by the employee's supervisor.
- F. Overtime work shall be rotated by seniority in the job classification within which the overtime opportunity exists. Seniority lists will be established which will list those employees who are interested in overtime. Employees can add or withdraw their names on a monthly basis. If an employee is offered overtime and refuses three (3) consecutive opportunities, the employee's name will be dropped from the overtime list for a period of six (6) months. No employee shall be permitted to authorize their own overtime.
- G. Overtime shall be paid to employees in cash in the pay period in which it was earned. Where departmental budgetary constraints exist, overtime may be paid in compensatory time at the appropriate rate.

**ARTICLE XI  
CALL IN TIME**

- A. Any employee who is requested by the township and must return to work during periods other than his/her regularly scheduled shift, shall be guaranteed not less than two (2) hours call in pay, regardless of the number of hours actually worked. This will be compensated at time and a half (1 ½) for hours worked in excess of forty (40).
- B. Employees who are required by the Township to remain on call beyond their basic work week shall receive, on an annual basis, a lump sum payment, not on base, of \$250.00 Said payment shall be made at the end of each year, for the preceding year and shall be prorated, if the affected employee works less than full year for the Township.

**ARTICLE XII  
DISABILITY LEAVE AND WORKERS' COMPENSATION BENEFITS**

- A. Any employee covered by this Agreement, contracting or incurring any non-service sickness or disability, which renders such employee unable to perform the duties assigned by the Township, shall receive sick leave with pay as follows:
  - 1. Employees hired prior to January 1, 1996:

An employee shall be afforded sick leave on the basis of one (1) working day per month up to the end of the first year, and fifteen (15) working days for each calendar year thereafter.

**New Hires (After January 1, 1996):**

An employee shall be afforded sick leave of twelve (12) working days per year.

All employees:

2. An employee commences earning sick leave from the day of hiring and as long as he/she is actively working or being compensated for vacation, personal leave or sick time.
  3. Sick days not taken by an employee in any one (1) year, shall then accumulate from year to year without limit.
  4. Sick days may be taken in hourly increments.
  5. Sick leave benefits do not accumulate during any leave of absence or disciplinary action, which exceeds thirty (30) days.
- B. If an employee dies while in the active employment of the Township, his/her estate shall be paid for all accumulated but unused sick time.
- C. An employee who retires with a minimum of fifteen (15) years of service with the Township shall be paid for (75%) percent of his/her unused/accumulated sick time at the employee's rate of pay up to a maximum of \$10,000. For the purposes of this Article, retirement is defined as eligibility for pension benefits under PERS. All bargaining unit employees who as of September 1, 1987 have five years of service with the Township are deemed to have a minimum of fifteen (15) years of service with the Township for the purpose of this Section.
- D. An employee who is disabled through illness or injury shall be granted disability benefits pursuant to the following schedule:

<b>AT LEAST YEAR</b>	<b>LESS THAN YEARS</b>	<b>FULL SALARY WEEKS</b>	<b>ONE-HALF SALARY WEEKS</b>	<b>TOTAL WEEKLY COVERAGE WEEKS</b>
2	3	4	7	11
3	4	4	12	16
4	5	4	17	21
5	6	8	18	26
6	7	8	23	31
7	8	8	28	36
8	9	8	33	41
9	10	12	34	46
10	15	12	40	52
15	20	14	38	52
20	25	16	36	52
25	30	18	34	52
30 AND OVER		20	32	52

Any leave taken pursuant to this Section shall be deemed to run consecutive to and subject to the terms of provisions of the Family and Medical Leave Act and the New Jersey Family



Leave Act and the Township's Family Leave Policy.

1. A disability entitling an employee to the above benefits is defined as eight (8) calendar days of continuous absence from employment. An employee who is on disability and uses all of his full salary must utilize accrued sick leave days before being placed on one-half salary under the disability schedule.
  2. The Township maintains its own disability program. The employees shall be subject to a payroll deduction of \$120.00 annually for disability provided under Section D.
- E. Employees absent due to work related illness or injury shall be compensated at one hundred percent (100%) of their applicable rate.
- F. Maternity leave is defined as leave taken by any employee after the birth or adoption of a child. The above disability benefits shall not be used for maternity leave. An employee may, however, elect to take a maternity leave under Article VII of this Agreement.
- G. Effective January 1, 1997, upon completion of five (5) years, an employee will have the option to sell back up to eight (8) days at one hundred (100%) percent accumulated unused sick leave for that year, with the following provision:

The employee must have accumulated and reserved a minimum of sixty (60) days of unused sick leave. The employee must notify the Township, in writing, his/her intent to buy back the sick leave by November 1st. The request is to be approved by the Township by December 1st, and payment will be received by December 14th.

**ARTICLE XIII  
HOLIDAYS**

- A. All work performed on legal holidays below, except for the Friday after Thanksgiving, shall be compensated at the regular straight time hourly rate in addition to holiday pay. All work performed on the Friday after Thanksgiving shall be compensated at time and one-half the employee's regular hourly rate in addition to holiday pay. Holiday pay is defined as an employee's daily rate of pay at a straight time rate.
- B. Holidays which fall on a Saturday, shall be celebrated on the preceding Friday. Holidays that fall on Sunday shall be celebrated on the following Monday.
- C. During the time of this Agreement, the following holidays or the days observed as such, shall be celebrated:

Good Friday	Memorial Day	General Election Day
New Year's Day	Martin Luther King Day	President's Day
Veteran's Day	Labor Day	Easter Monday
Christmas Day	Thanksgiving Day	Fourth of July
Friday after Thanksgiving		

- D. In order to be eligible for holiday pay, the employee must work his/ her scheduled work day before and his/her scheduled work day after such holiday unless the employee is on an approved paid leave. An employee who calls out sick for the work period or day immediately prior to or after a holiday shall not be eligible to receive holiday pay unless the employee provides a physician's note for the absence.

**ARTICLE XIV  
HEALTH AND WELFARE**

Effective January 1, 1996, the Employer agrees to provide the choice of U.S. Healthcare plans as offered to all other employees of the Township as well as the same dental and prescription plans enjoyed by all the other employees.

Any employee choosing not to accept the Township health insurance plan will receive \$200.00 monthly retro to January 1, 1997 after giving written notice to the Administrator's Office of his/her decision to waive insurance benefits for the current year. This option must be initiated yearly.

Effective April 1, 1997 all employees shall receive an insurance policy in the amount of \$15,000.00. Any future changes to this Health and Welfare Plan will be the same for all Township employees.

**ARTICLE XV  
PERSONAL DAYS**

- A. All employees shall be entitled to two (2) non-accumulative personal leave days without refund, within each calendar year. Personal leave is for personal business, which cannot be handled outside working hours, and not for recreational purposes and the employee shall certify in writing that the leave is for that purpose. It will not be the prerogative of the supervisor to determine whether the personal business could or could not be handled outside the working day.
- B. Said requests must be approved by the immediate Supervisor and Business Administrator and must be submitted at least two (2) workdays prior to the date requested, except in cases of emergency.
- C. Personal days may not be used before or after a holiday, except in cases of emergency.

**ARTICLE XVI  
VACATIONS**

- A. Each employee shall be entitled to annual vacation with pay in accordance with the following schedule: Employees hired prior to January 1, 1996:
  - 1. From zero (0) to one (1) year, one (1) working day's vacation per month.
  - 2. One (1) year but less than three (3) years, twelve (12) days vacation.
  - 3. Three (3) years but less than ten (10) years, fifteen (15) days vacation.
  - 4. Ten (10) years but less than fifteen (15) years, twenty (20) days vacation.
  - 5. Fifteen (15) years but less than twenty (20) years, twenty-five (25) days vacation.
  - 6. Twenty (20) years but less than twenty-five (25) years, thirty (30) days vacation.New Hires (After January 1, 1996)
  - 1. From zero (0) to one (1) year, one (1) working day's vacation per month.
  - 2. One (1) year but less than ten (10) years, twelve (12) days vacation.
  - 3. Eleven (11) years but less than twenty (20) years, fifteen (17) days vacation.
  - 4. Twenty (20) or more years, twenty (22) days vacation.All Employees:
  - B. Vacations shall be credited to all employees' account on a calendar year basis. When an employee's vacation entitlement increases on their anniversary date, they shall be entitled to all additional days for that calendar year without proration. If an employee leaves the employment of the Township, for any reason, prior to July 1, the employee shall be entitled to vacation on a prorated basis. Employees leaving the employment of the Township after July 1, shall be entitled to their full vacation entitlement for that year.

**ARTICLE XVII  
LONGEVITY**

Monroe Township sets forth the following longevity program, which shall be effective January 1, 1987: Employees hired prior to January 1, 1996:

1. After the completion of five (5) years of service, each employee shall be entitled to two (2%) percent per annum of his/her hourly base pay.
2. After the completion of ten (10) years of service, each employee shall be entitled to four (4%) percent per annum of his/her hourly base pay.
3. After the completion of fifteen (15) years of service, each employee shall be entitled to six (6%) percent per annum of his/her hourly base pay.
4. After the completion of twenty (20) years of service, each employee shall be entitled to eight (8%) percent per annum of his/her hourly base pay.
5. Effective January 1, 1997, longevity will be rolled into employee's wage rate for all purposes except that it will not be included as part of the base wage rate for the purpose of calculating wage increases for the remaining term of the Agreement. New Hires (After January 1, 1996): No Longevity

**ARTICLE XVIII  
BEREAVEMENT LEAVE**

All full-time employees upon application for permission shall be entitled to five (5) workdays off, with full pay, at the time of death in the employee's immediate family. The "immediate family" shall mean father, mother, wife, husband, child, brother, sister, including those with step relationships or any member of employee's immediate household living with the employee. All full-time current employees shall be entitled to two (2) days off, with full pay, at the time of death of the employee's grandparents, nephews, nieces, uncles, aunts, father-in-law, mother-in-law, brother-in-law or sister-in-law.

Reasonable documentation shall be produced by the employee if requested by the Township. The failure to provide reasonable documentation upon request may subject to the employee to loss of pay for the absent days of work.

**ARTICLE XIX  
SEPARABILITY**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions covered in this Agreement shall continue in full force and effect.

**ARTICLE XX  
MISCELLANEOUS**

- A. The Employer agrees to check-off initiation fees and regular union dues, upon presentation to it, of a lawful check-off authorization, executed by the employee.
- B. The Union shall certify to the Employer, the amount of regular union dues to be deducted, pursuant to the check off authorization.
- C. Said deductions shall be on a bi-weekly basis and remitted to the Union on a monthly basis.
- D. Those employees who, as a requisite of employment, are required by the Township to wear specified uniforms which are furnished by the Township shall either have those uniforms maintained by the Township or shall receive, on a yearly basis, prorated for length of service if applicable, the following cleaning and maintenance allowance.

1997 - \$500.00  
 1998 - \$500.00  
 1999 - \$500.00

The Township will provide winter coats, as needed, to the public works department. The employees will be responsible for laundering said coats.

Effective January 1, 1997, work boots will be included to uniforms for Public Works employees in the amount of \$75.00 per year.

The Township will provide the following for EMT's:

FT	PT	CALL-INS
5 Long Sleeve Shirts	3 Long Sleeve Shirts	2 Long Sleeve Shirts
5 Short Sleeve Shirts	3 Short Sleeve Shirts	2 Short Sleeve Shirts
5 Pair Pants	3 Pair Pants	2 Pair Pants
1 Pair Boots or Shoes	1 Pair Boots or Shoes	1 Pair Boots or Shoes
1 Belt as needed	1 Belt as needed	
Jacket: Winter/Spring and Raincoat as needed	Jacket: Winter/Spring and Raincoat as needed	Belt, Jacket, Raincoat as needed

- E. There shall, be no cleaning allowance during a thirty (30) days or more absence.
- F. Employees covered by this Agreement shall be entitled to inspect their service records upon request and by appointment.
- G. Emergency Medical Technicians (EMT) will all share-rotating shifts.
- H. Effective January 1, 1997, employees will be allowed to attend State courses at Township's expense, which pertains to their specific job with the approval of their Supervisor, Director and Business Administrator.
- I. Those full-time employees who, as a requisite of employment, are required to wear specified uniforms shall be assigned foul weather gear (raincoats, gloves and rubber boots) and provided with replacement gear when damaged.
- J. Those full-time employees who, as a requisite of employment, are required to wear specified uniforms shall be provided with summer wear uniform shorts for appropriate weather to be worn at the discretion of the employer which discretion shall be exercised consistent with workplace safety rules and regulations as established by the New Jersey Department of Labor, the Joint Insurance Fund (JIF) and/or OSHA.
- K. Public Works employees shall be scheduled to work the hours of 6:30 a.m. to 2:30 p.m. between Memorial Day and Labor Day.

**ARTICLE XXI  
 RETIREMENT**

Any employee who chooses to retire must notify the Township no later than 60 days prior to the date of retirement. An employee who gives notice of retirement shall receive a lump sum payment for any and all accrued sick time and/or other benefits to which the employee may be entitled to within thirty (30) days after the retirement date.

**ARTICLE XXII  
RATES OF PAY**

A.

- Effective January 1, 2003, each employee will receive an increase of two (2%) in their hourly rate of pay.
- Effective January 1, 2004, each employee will receive an increase of two (2%) in their hourly rate of pay.
- Effective January 1, 2005, each employee will receive an increase of two and a half (2 1/2%) in their hourly rate of pay.
- Effective January 1, 2006, each employee will receive an increase of three (3%) in their hourly rate of pay.

All increases and benefits shall be retroactive to January 1, 2003.

B.

1. Employees shall advance one step on each anniversary date of employment until they reach Step 5.
2. Employees who were progressing along the steps at time of contract ratification (November 18, 2003) will continue to receive applicable pay increases (as defined in Appendix A) in addition to a two percent (2%) lump sum bonus payable after November 1 of each year through completion of Step 5 upon which the employee will become eligible for any remaining across the board increases when due. The Township will pay to any employee's beneficiary, the pro-rated portion of said bonus should they pass away.
3. For promotional purposes, the Township will hire from within if the employee has the ability and qualifications to do the job. When promoted the employee will move to the appropriate step on the new title range which will be closest to their current wage rate without suffering any loss of pay

C. Employees will be paid on a bi-weekly basis.

D. An employee who is required to work in a higher paid classification than his/her own for five (5) consecutive days or more, or ten (10) cumulative days within a twelve (12) month period, spending at least fifty (50%) percent of his/her time in activities under the higher paid job, shall be paid at the contractual rate of pay for the higher classification, beginning on the fifth (5th), or tenth (10th) day as applicable. No employee shall be authorized to work in a higher classification without the advance written authorization of the Administrator. No employee shall be paid for work in a higher classification in the absence of said prior written authorization from the Administrator.

**ARTICLE XXIII  
NO-STRIKE CLAUSE**

The Union will not cause nor will any member of the bargaining unit take part in, any strike, work stoppage or slow-down during the term of this Agreement.



**Appendix A**

<b>Job Title</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Account Clerk	12.62	13.28	13.98	14.71	15.37
		<b>5.0%</b>	<b>5.0%</b>	<b>5.0%</b>	<b>4.3%</b>
Account Clerk (Sr)	13.54	14.24	14.98	15.69	16.41
		<b>4.9%</b>	<b>4.9%</b>	<b>4.5%</b>	<b>4.4%</b>
Account Clerk (Pr)	14.48	15.23	16.01	16.74	17.48
		<b>4.9%</b>	<b>4.9%</b>	<b>4.4%</b>	<b>4.2%</b>
Administrative Clerk (B/H)	15.90	16.60	17.27	17.96	18.67
		<b>4.2%</b>	<b>3.9%</b>	<b>3.8%</b>	<b>3.8%</b>
Assessing Clerk	13.03	13.20	14.35	14.99	15.66
		<b>1.3%</b>	<b>8.0%</b>	<b>4.3%</b>	<b>4.3%</b>
Assessing Clerk (Sr)	14.11	14.82	15.54	16.27	17.01
		<b>4.8%</b>	<b>4.6%</b>	<b>4.5%</b>	<b>4.4%</b>
Assessing Clerk (Pr)	14.88	15.60	16.33	17.07	17.78
		<b>4.6%</b>	<b>4.5%</b>	<b>4.3%</b>	<b>4.0%</b>
Building Worker (Maint)	12.61	13.23	13.87	14.49	15.15
		<b>4.7%</b>	<b>4.6%</b>	<b>4.3%</b>	<b>4.4%</b>
Chief Assistant Assessor	15.90	16.62	17.35	18.07	18.77
		<b>4.3%</b>	<b>4.2%</b>	<b>4.0%</b>	<b>3.7%</b>
Clerk Typist	11.54	12.07	12.64	13.21	13.77
		<b>4.4%</b>	<b>4.5%</b>	<b>4.3%</b>	<b>4.1%</b>
Clerk Typist (Sr)	12.06	12.68	13.25	13.85	14.46
		<b>4.9%</b>	<b>4.3%</b>	<b>4.3%</b>	<b>4.2%</b>
Clerk Typist (Pr)	14.68	15.02	15.88	16.03	16.78
		<b>2.3%</b>	<b>5.4%</b>	<b>0.9%</b>	<b>4.5%</b>
Docket Clerk (Sr)	13.98	15.08	16.38	16.55	17.31
		<b>7.3%</b>	<b>7.9%</b>	<b>1.0%</b>	<b>4.4%</b>
Deputy Court Clerk	14.85	15.61	16.38	17.16	17.94
		<b>4.9%</b>	<b>4.7%</b>	<b>4.5%</b>	<b>4.3%</b>
Emergency Medical Tech	13.29	13.98	14.67	15.34	16.03
		<b>4.9%</b>	<b>4.7%</b>	<b>4.4%</b>	<b>4.3%</b>
Emergency Medical Tech (Sr)	13.91	14.63	15.36	16.06	16.76
		<b>4.9%</b>	<b>4.8%</b>	<b>4.4%</b>	<b>4.2%</b>
Equipment Operator	15.54	16.35	17.18	17.98	18.79
		<b>5.0%</b>	<b>4.8%</b>	<b>4.4%</b>	<b>4.3%</b>
Equipment Operator (Welder)	15.76	16.58	17.42	18.23	19.07
		<b>4.9%</b>	<b>4.8%</b>	<b>4.4%</b>	<b>4.4%</b>
Housing Inspector (Field)	11.26	11.79	12.35	12.89	13.44
		<b>4.5%</b>	<b>4.5%</b>	<b>4.2%</b>	<b>4.1%</b>
Housing Inspector (Multiple Dwell)	16.10	16.78	17.62	18.32	19.24
		<b>4.1%</b>	<b>4.8%</b>	<b>3.8%</b>	<b>4.8%</b>
Laborer	13.27	13.95	14.64	15.29	15.97
		<b>4.9%</b>	<b>4.7%</b>	<b>4.3%</b>	<b>4.3%</b>
Laborer (Heavy)	15.11	15.86	16.66	17.44	18.20
		<b>4.7%</b>	<b>4.8%</b>	<b>4.5%</b>	<b>4.2%</b>
Maintenance Repairer	14.67	15.43	16.17	16.97	17.72
		<b>4.9%</b>	<b>4.6%</b>	<b>4.7%</b>	<b>4.2%</b>
Maintenance Repairer (Sr)	15.43	16.28	17.14	17.99	18.85

**Appendix A**

<b>Job Title</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
		<b>5.2%</b>	<b>5.0%</b>	<b>4.7%</b>	<b>4.6%</b>
Mechanic	15.83	16.67	17.51	18.32	19.17
		<b>5.0%</b>	<b>4.8%</b>	<b>4.4%</b>	<b>4.4%</b>
Mechanic (Welder)	16.06	16.92	17.77	18.60	19.45
		<b>5.1%</b>	<b>4.8%</b>	<b>4.5%</b>	<b>4.4%</b>
Mechanic (Sr)	16.15	17.09	18.05	19.00	19.94
		<b>5.5%</b>	<b>5.3%</b>	<b>5.0%</b>	<b>4.7%</b>
Omnibus Driver	14.67	15.44	16.18	16.98	17.73
		<b>5.0%</b>	<b>4.6%</b>	<b>4.7%</b>	<b>4.2%</b>
Parks & Recreation Worker	10.20	10.69	11.22	11.72	12.25
		<b>4.6%</b>	<b>4.7%</b>	<b>4.3%</b>	<b>4.3%</b>
Parks & Recreation (Asst Super)	12.52	13.13	13.72	14.33	14.91
		<b>4.6%</b>	<b>4.3%</b>	<b>4.3%</b>	<b>3.9%</b>
Permit Clerk	12.96	13.58	14.26	14.90	15.55
		<b>4.6%</b>	<b>4.8%</b>	<b>4.3%</b>	<b>4.2%</b>
Permit Clerk (Sr)	13.54	14.19	14.85	15.51	16.15
		<b>4.6%</b>	<b>4.4%</b>	<b>4.3%</b>	<b>4.0%</b>
Payroll Clerk (Sr)	14.11	14.82	15.54	16.27	17.01
		<b>4.8%</b>	<b>4.6%</b>	<b>4.5%</b>	<b>4.4%</b>
Payroll Clerk (Pr)	14.48	15.23	16.01	16.74	17.48
		<b>4.9%</b>	<b>4.9%</b>	<b>4.4%</b>	<b>4.2%</b>
Police Records Clerk (Sr)	14.51	15.27	16.04	16.77	17.52
		<b>5.0%</b>	<b>4.8%</b>	<b>4.4%</b>	<b>4.3%</b>
School Crossing Guard	10.62	11.14	11.65	12.12	12.68
		<b>4.7%</b>	<b>4.4%</b>	<b>3.9%</b>	<b>4.4%</b>
Secretarial Assistant	15.41	16.2	17.02	17.81	18.62
		<b>4.9%</b>	<b>4.8%</b>	<b>4.4%</b>	<b>4.4%</b>
Tax Clerk (SR)	14.11	14.82	15.54	16.27	17.01
		<b>4.8%</b>	<b>4.6%</b>	<b>4.5%</b>	<b>4.4%</b>
Street Repairer	15.08	15.86	16.66	17.44	18.20
		<b>4.9%</b>	<b>4.8%</b>	<b>4.5%</b>	<b>4.2%</b>
Truck Driver	15.41	16.20	17.02	17.81	18.62
		<b>4.9%</b>	<b>4.8%</b>	<b>4.4%</b>	<b>4.4%</b>
Violations Clerk	13.36	14.42	15.11	15.81	16.52
		<b>7.4%</b>	<b>4.6%</b>	<b>4.4%</b>	<b>4.3%</b>