

RESOLUTION R:103-2011

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF
MONROE AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT
BETWEEN THE TOWNSHIP OF MONROE AND UNITED FOOD &
COMMERCIAL WORKERS UNION LOCAL 1360**

WHEREAS, the Administration has concluded the negotiation process with the representatives of the United Food and Commercial Workers Local 1360 and has recommended the affirmation of the attached contract; and

WHEREAS, the Township Council of the Township of Monroe desires to enter into an Agreement with the United Food and Commercial Workers Local 1360; and

WHEREAS, the Agreement is attached as "Schedule A".

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Monroe that the Mayor is hereby authorized to execute said agreement with the United Food and Commercial Workers Local 1360.

ADOPTED at a meeting of the Township Council of the Township of Monroe held on May 10, 2011.

TOWNSHIP OF MONROE



**CNCL. PRES., MARVIN G. DILKS, JR.
OR CNCL. VICE-PRES., FRANK J. CALIGIURI**

ATTEST:



**TWP. CLERK, SUSAN McCORMICK, RMC
OR DEPUTY CLERK, SHARON WRIGHT, RMC**

CERTIFICATION OF CLERK

The foregoing resolution was duly adopted at a meeting of the Township Council of the Township of Monroe held on the 10th day of May 2011 at the Municipal Building, 125 Virginia Avenue, Williamstown, New Jersey 08094.



**TWP. CLERK, SUSAN McCORMICK, RMC
OR DEPUTY CLERK, SHARON WRIGHT, RMC**

LAW OFFICE OF
Charles A. Fiore

34 SOUTH MAIN STREET

P.O. BOX 525

WILLIAMSTOWN, NEW JERSEY 08094

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MONROE AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT
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COMMERCIAL WORKERS UNION LOCAL 1360**

ROLL CALL VOTE

	Aye	Nay	Abstain	Absent
Cncl. Bryson	✓			
Cncl. Caligiuri	✓			
Cncl. DiLucia	✓			
Cncl. Garbowski	✓			
Cncl. Sebastian	✓			
Cncl. Teefy				✓
Cncl. Pres. Dilks				✓
TALLY:	5			2

LAW OFFICE OF

Charles A. Fiore

34 SOUTH MAIN STREET

P.O. BOX 525

WILLIAMSTOWN, NEW JERSEY 08094

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

EFFECTIVE DATE: January 1, 2009
EXPIRATION DATE: December 31, 2011

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,

Sam Ferraino, President

FOR ASSISTANCE WITH PROBLEMS
ON-OR-OFF-THE-JOB CALL

NJ 1-888-YES-1360
PA 1-215-922-2816

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101 January 2009 SM MB

THIS AGREEMENT is made and entered into this 9th day of March 2010, by and between **MONROE TOWNSHIP** (hereinafter referred to as "**Employer**" or "**Township**") 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 conditions 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 classifications 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 (Section A.5.) shall be deemed a temporary employee for the duration of the permanent employee's leave of absence. The parties agree that non-bargaining unit employees may not be used in a manner which undermines the bargaining unit or its contractual rights.

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
DUES CHECK-OFF & AGENCY SHOP**

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 U nion 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.** 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. 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. The Union agrees to establish and maintain a demand and return system in accordance with the provisions of State law.
- E.** Payment of dues or 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 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

1. 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.
2. 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.
3. 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.

4. 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 employee'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**

- A. 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.

B. Family and Medical Leave

Pursuant to New Jersey Family Leave Act (FLA) and/or the federal Family and Medical Leave Act (FMLA), eligible employees with at least one (1) year of service and who have worked the required number of hours (1,000 hours over the previous 12 months for the NJFLA ; 1,250 hours over the previous 12 months for the FMLA) shall enjoy all rights and benefits under those laws, including continued health benefits for a period of twelve (12) weeks while on leave. Eligible employees shall consult the Township's Family Medical Leave Policy for applicable procedures, entitlement and rules related to such leave. To the extent permissible by law, any such leave taken under FMLA or NJFLA shall run concurrently to any sick leave as long as such leave also qualifies for family medical leave under state or federal law. This shall not apply to disability leave, which shall run consecutive to leave under the FMLA. Upon the exhaustion of all sick leave during a leave taken under FMLA or NJFLA, the employees may use, but are not required to use, any available personal or vacation leave.

**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 work week before overtime shall be forty (40) hours.
- B. All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1 ½) times the employee's hourly rate. All hours worked by full-time employees on Saturdays shall be compensated at the rate of one and one-half (1 ½) times the employee's hourly rate. All hours worked by full-time employees on Sundays shall be compensated at double (2) times the employee's hourly rate. All hours worked by full-time employees on the holidays set forth in Article XIII of this Agreement shall be compensated at one and one-half (1 ½) times the employee's hourly rate, in addition to which the employee shall receive eight (8) hours of holiday pay at the employee's straight-time rate.
- C. All employees shall be entitled to a 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 shall at all times first be offered, by seniority and on a rotating basis, to qualified volunteers within the Division where the overtime exists. If there are insufficient qualified volunteers within the Division, overtime will then be offered, by seniority and on a rotating

Regular 5m
Regular 5m
RS

basis, to qualified volunteers who work in the Department where the overtime exists. If there are insufficient volunteers within the Department, overtime will then be offered, by seniority and on a rotating basis, to qualified employees Township-wide. If there are insufficient qualified volunteers Township-wide, then qualified employees within the Division where the overtime exists may be called in to work the overtime in reverse order of seniority. If there are insufficient qualified employees from the Division to fill the overtime needs, then qualified employees within the Department where the overtime exists may be called in to work the overtime in reverse order of seniority. Where there are no volunteers employees may decline to work the overtime for good cause only. 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. 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 SICK LEAVE

- A.** Sick leave is hereby defined to mean the absence of an employee from duty because of personal illness or other health conditions that prevents the employee from doing the usual duties of the employee's position.
- B.** A full time or regular part-time employee who is unable to perform his or her assigned duties because of personal illness, injury or other health condition, shall be entitled to receive sick leave with pay. Sick leave may also be used to enable an employee to obtain care or treatment of a health condition or for the care of an ill immediate family member. 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. When sick leave is used for the sole purpose of attending medical appointments the employee shall be required to produce a note from the medical provider confirming that the employee attended the appointment.

- C. All full-time employees shall be afforded paid sick leave on the basis of one (1) working day per month up to the end of the first year, and (15) working days of paid sick leave for each calendar year thereafter. Part-time employees shall be entitled to paid sick days on a pro rata basis.
- D. 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.
- E. Sick leave benefits do not accumulate during any leave of absence, or disciplinary action which exceeds thirty (30) days.
- F. Sick leave may be taken in hourly increments.
- G. Sick leave not taken by an employee in any one (1) year shall then accumulate from year to year without limit.
- H. 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 provided that the employee has accumulated and reserved a minimum of sixty (60) days of unused sick leave, and the employee notifies the Township, in writing, of 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.
- I. An employee who retires with a minimum of fifteen (15) years of service with the Township shall be paid for seventy five (75%) 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.
- J. If an employee dies while in the active employment of the Township, his/her estate shall be paid seventy five percent (75%) of all accumulated but unused sick time up to a maximum of \$10,000.
- K. Any employee who is absent for reasons that entitle him/her to sick leave shall notify his supervisor promptly, but not later than one (1) hour before the employee's usual starting time, except in cases of emergency, where the employee is unable to do so. In the absence of the supervisor, employees shall contact the Department Head or Human Resources Department or may leave a message on a voice-mail number designated by the Township. Failure to follow the notification procedure could result in the denial of sick leave for that

absence and/or other disciplinary action. The following conditions apply:

1. Employees are required to produce a doctor's certificate verifying the need for sick leave when the employee is absent from work for three (3) or more consecutive days. Failure to produce a doctor's certificate may be cause for denial of sick leave.
 2. The Township reserves the right to have an employee examined by a physician appointed and paid for by the Township in order to verify the employee's fitness to return to duty. In such cases the employee will have the right to be examined by his/her own physician to verify fitness to return to duty. Where the physicians' opinions conflict, the employee shall be examined by an independent physician mutually selected by the Union and the Township whose opinion shall be binding on the parties. The Township shall bear the costs of the examinations and written opinions, if any.
- L. In the event sick leave is not approved or the employee has exhausted his/her accumulated sick leave, the absence may be without pay or charged to employee's vacation at the Township's discretion. An employee who is charged with vacation time under this subparagraph, and who subsequently has insufficient vacation time to cover a scheduled and approved vacation, will be entitled to take vacation without pay.

**ARTICLE XIII
DISABILITY LEAVE AND WORKER'S COMPENSATION BENEFITS**

A. Disability Leave

For the purpose of this article a disability is hereby defined as an illness or non-work related injury in which an employee who is under a physician's care is deemed through medical diagnosis as unable to perform the essential functions of their job duties. 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. Employees who meet eligibility requirements as defined by New Jersey law, and who are disabled through illness or non work related injury shall be granted disability benefits pursuant to the following schedule:

At Least Years	Less Than Years	Full Salary Weeks Weeks	One-Half Salary Coverage Weeks	Total Weekly
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 & over		20	32	52

2. 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 the "full salary weeks" must utilize all accrued sick leave days before being placed on one-half salary under the disability schedule.
3. When disability leave benefits set forth in the above schedule are used for any period of time an employee must return to work for a minimum of six (6) months before the employee is eligible to receive disability leave benefits again, except where the need for disability leave arises out of the same disabling condition, or, unless approved by Township Council. All requests for disability leave benefits arising from any disabling condition which occurs prior to the expiration of the six (6) month period under this subparagraph shall be submitted to Township Council for approval.
4. Employees shall be subject to a payroll deduction of \$5.00 per pay period up to a maximum of \$120.00 annually for disability leave provided under this section. All deductions shall be taken on a pre-tax basis subject to State and Federal Law.

5. An employee who accepts or performs other work for pay during a disability leave without the prior written consent of the Township may be dismissed by the Township. The Township's consent will not be unreasonably withheld.

*double check
for the
benefits*

6. Effective December 31, 2011, an eligible employee who is disabled as defined in this Article shall be granted pursuant the following schedule:

At Least Years	Less Than Years	Benefit Weeks @75% Pay	Benefit Weeks @50% Pay	Total Weeks Supplemented
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 & over		20	32	52

7. An employee may supplement their seventy-five percent (75%) disability entitlement pay with accrued sick leave at twenty-five percent (25%) to achieve a total of one hundred percent (100%) pay.

B. Worker's Compensation Benefits

1. Employees absent due to work-related illness or injury shall be compensated at one hundred percent (100%) of their applicable rate.

**ARTICLE XIV
HOLIDAYS**

- A. During the time of this Agreement, the following holidays or the days observed as such, shall be celebrated:

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

For all holidays listed in this Paragraph and in accordance with Paragraph C: Full-time employees shall receive eight(8) hours of holiday pay at their regular rate of pay.

- 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. 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 XV
PERSONAL DAYS**

- A. All full-time employees with at least ninety (90) days of service shall be entitled to two (2) paid personal days within each calendar year. Full-time employees shall receive eight(8) hours of pay for each personal day at their regular rate of pay.
- B. No employee shall be required to state a reason when requesting a personal leave day. However, personal days are not to be used in conjunction with vacation. Personal days must be requested from the appropriate department head forty eight (48) hours in advance unless an emergency exists.
- C. Personal days shall not be used before or after a holiday, except in emergency cases.
- D. Personal days shall not accumulate from year to year.

**ARTICLE XVI
VACATIONS**

- A. All full-time employees 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 of service, one (1) working day's vacation per month.
2. After completing one (1) year of service but less than three (3) years, twelve (12) days vacation.
3. After completing three (3) years of service but less than ten (10) years, fifteen (15) days vacation.
4. After completing ten (10) years of service but less than fifteen (15) years, twenty (20) days vacation.
5. After completing fifteen (15) years of service but less than twenty (20) years, twenty-five (25) days vacation.
6. After completing twenty (20) years of service but less than twenty-five (25) years, thirty (30) days vacation.

Employees hired on or after January 1, 1996:

1. From zero (0) to one (1) year, one (1) working day's vacation per month.
2. After completing one (1) year of service but less than ten (10) years, twelve (12) days vacation.
3. After completing ten (10) years of service but less than twenty (20) years, seventeen (17) days vacation.
4. After completing twenty (20) or more years of service, twenty-four (24) days vacation.

- B. Vacations shall be credited to all employees' accounts 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.

- C. Full-time employees shall receive eight(8) hours of pay for each vacation day at their regular rate of pay. Part-time employees shall be entitled to vacation leave with pay on a pro-rata basis in accordance with the above schedules.

**ARTICLE XVII
HEALTH AND WELFARE**

- A. The Employer agrees to provide medical, dental and prescription plan coverage to full-time employees and their eligible dependents whose regular work schedule is at least thirty (30) hours per week.
1. Effective April 1, 2010, the Township shall provide, free of charge, all bargaining unit members and their eligible dependents with the existing Patriot V Plan with a five dollar (\$5.00) co-payment plan for doctor's visits and the existing five dollar (\$5.00) co-payment plan for drug prescriptions.
 2. Effective December 31, 2011, the township shall provide, free of charge, all bargaining unit members and their eligible dependents with the existing Patriot V Plan with a ten dollar (\$10.00) co-payment plan for doctor's visits and a ten dollar (\$10.00) co-payment plan for drug prescriptions.
 3. Mail-Ins for maintenance drugs shall remain free of charge for the period of this collective bargaining agreement.
 4. Bargaining unit members shall be permitted to elect the Patriot X Plan by supplementing the cost through payroll deduction the difference between the Patriot V Plan premium and the Patriot X Plan premium.
 5. The Township agrees to provide all employees and eligible dependents covered by this agreement with dental and vision plans at the same benefit level existing in the offered Plans at the time this Agreement was executed.
- B. The Township shall make payments to eligible employees who agree in writing to waive their medical benefits, pursuant to a cafeteria plan authorized by Section 125 of the Internal Revenue Code. The following terms shall apply:
1. In order to be eligible, employees must show proof of other current medical coverage through a spouse's employer or other source.
 2. Any employee choosing not to accept the Township health insurance plan must provide written notice to the Human Resources Department of their decision to waive insurance benefits by November 30th of the current year to take effect on January 1st of the following year. This option must be initiated yearly.

3. Payments in the amount of Two Hundred Dollars (\$200.00) shall be made on a monthly basis so long as the waiver remains in effect, beginning with the month the benefit ceases.
- C. The Township agrees to provide every employee whose regular work schedule is at least thirty (30) hours per week a life insurance policy in the amount of \$15,000.00.

ARTICLE XVIII 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 XIX 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 of 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 XX MILITARY LEAVE

Employees in the military service, including the New Jersey National Guard or the United States Armed Forces Reserves, shall be entitled to leave as required by law.

ARTICLE XXI CLOTHING ALLOWANCE

- A.** The township will provide the uniforms for Emergency Medical Technicians (EMTs).
- B.** Safety work boots are required as part of the uniform for regular full time Public Works employees. The township will provide an annual allowance of one hundred dollars (\$100.00) payable in November of each year for the purpose of purchasing the required work boots.
- C.** 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, a cleaning and maintenance allowance of \$500.

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

The Township will provide the following for EMTs:

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

- D. There shall be no cleaning allowance during a thirty (30) days or more absence.
- E. 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.
- F. Those full-time employees who, as a requisite of employment, are required to wear specified uniforms shall be provided with summerwear 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.

**ARTICLE XXII
MISCELLANEOUS**

- A. 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.
- B. Emergency Medical Technicians (EMT) will all share rotating shifts.
- C. Effective January 1, 1997, employees will be allowed to attend State courses at Township's expense, which pertain to their specific job with the approval of their Supervisor, Director and Business Administrator.

**ARTICLE XXIII
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 XXIV
RATES OF PAY**

- A. Salary increases shall be paid according to the following schedule:
 - 1. Effective January 1, 2009, each employee will receive an increase of two (2%) in their hourly rate of pay.

2. Effective January 1, 2010, each employee will receive an increase of two (2%) in their hourly rate of pay.
 3. Effective January 1, 2011, each employee will receive an increase of two (2%) in their hourly rate of pay.
 4. One hundred (\$100) dollar signing bonus to all employees covered by this Agreement, effective upon ratification and approval of Township Council.
- B.** Employees shall advance one step on each anniversary date of employment until they reach Step 5.
- C.** 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. Seniority will be used as a tie breaker where all ability and qualifications are substantially equal.
- D.** Vacant and new bargaining unit jobs shall be posted a minimum of 10 calendar days before the position is filled.
- E.** Employees will be paid on a bi-weekly basis.
- F.** An employee who is required to work in a higher paid job 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 at the step which elevates their pay and most closely matches their current pay without decrease beginning on the fifth (5th), or tenth (10th) day as applicable.
1. No employee shall be authorized to work in a higher classification without the advance written authorization from 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 XXV
SERVICE RECORDS**

Employees covered by this Agreement shall be entitled to inspect their service records upon request and by appointment.

**ARTICLE XXVI
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.

**ARTICLE XXVII
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 XXVIII
DURATION OF AGREEMENT**

This Agreement shall be effective as of January 1, 2009, and shall continue in effect until December 31, 2011, subject only to the Union's right to negotiate over a successor Agreement. This Agreement shall not be extended orally, and it is expressly understood, that it shall expire on the date indicated, unless it is extended in writing.

IN WITNESS WHEREOF, the parties hereto, have caused this Agreement, to be signed by their respective representatives.

U.F.C.W. Local 1360

By: 

MONROE TOWNSHIP

By: 

**UFCW Local 1360
2009 - 2011 Rate Schedule**

Job	Title		Step1	Step 2	Step 3	Step 4	Step 5
Account Clerk		2009	13.79	14.51	15.28	16.07	16.79
		2010	14.07	14.80	15.58	16.39	17.13
		2011	14.35	15.10	15.89	16.72	17.47
Account Clerk (Sr)		2009	14.79	15.56	16.37	17.14	17.93
		2010	15.09	15.87	16.70	17.49	18.29
		2011	15.39	16.19	17.03	17.84	18.65
Account Clerk (Pr)		2009	15.82	16.64	17.49	18.29	19.10
		2010	16.14	16.97	17.84	18.66	19.48
		2011	16.46	17.31	18.20	19.03	19.87
Administrative Clerk B/H)		2009	17.37	18.14	18.87	19.62	20.40
		2010	17.72	18.50	19.25	20.02	20.81
		2011	18.08	18.87	19.63	20.42	21.22
Assessing Clerk		2009	14.24	14.42	15.68	16.38	17.11
		2010	14.52	14.71	15.99	16.71	17.45
		2011	14.81	15.01	16.31	17.04	17.80
Assessing Clerk (Sr)		2009	15.42	16.19	16.98	17.78	18.59
		2010	15.73	16.52	17.32	18.13	18.96
		2011	16.04	16.85	17.67	18.50	19.34
Assessing Clerk (Pr)		2009	16.26	17.05	17.84	18.65	19.43
		2010	16.58	17.39	18.20	19.02	19.82
		2011	16.92	17.73	18.56	19.41	20.21
Bldg Worker (Maint)		2009	13.78	14.46	15.16	15.83	16.55
		2010	14.05	14.74	15.46	16.15	16.88
		2011	14.33	15.04	15.77	16.47	17.22
Call Taker		2009					
		2010	12.00	12.55	13.14	13.73	14.35
		2011	12.24	12.80	13.40	14.00	14.64
Chief Assist Assessor		2009	17.38	18.16	18.96	19.74	20.51
		2010	17.73	18.52	19.34	20.13	20.92
		2011	18.08	18.89	19.73	20.53	21.34
Clerk Typist		2009	12.61	13.19	13.81	14.43	15.05
		2010	12.86	13.45	14.09	14.72	15.35
		2011	13.12	13.72	14.37	15.02	15.65
Clerk Typist (Sr)		2009	13.18	13.85	14.48	15.13	15.80
		2010	13.44	14.13	14.77	15.44	16.12
		2011	13.71	14.41	15.06	15.74	16.44

**UFCW Local 1360
2009 - 2011 Rate Schedule**

Job	Title		Step1	Step 2	Step 3	Step 4	Step 5
Clerk Typist (Pr)		2009	16.04	16.41	17.35	17.52	18.33
		2010	16.36	16.74	17.70	17.87	18.70
		2011	16.69	17.07	18.05	18.22	19.08
Docket Clerk (Sr)		2009	15.28	16.48	17.90	18.08	18.91
		2010	15.58	16.81	18.26	18.45	19.29
		2011	15.89	17.14	18.62	18.81	19.68
Deputy		2009	16.23	17.06	17.90	18.75	19.60
Court Clerk		2010	16.55	17.40	18.26	19.12	19.99
		2011	16.88	17.75	18.62	19.51	20.39
Emergency Med		2009	14.52	15.28	16.03	16.76	17.52
Tech		2010	14.81	15.58	16.35	17.10	17.87
		2011	15.11	15.89	16.68	17.44	18.22
Emergency Med		2009	15.20	15.99	16.78	17.55	18.31
Tech (Sr)		2010	15.50	16.31	17.12	17.9	18.68
		2011	15.81	16.63	17.46	18.26	19.05
Equipment		2009	16.98	17.86	18.77	19.65	20.53
Operator		2010	17.32	18.22	19.15	20.04	20.94
		2011	17.67	18.59	19.53	20.44	21.36
Equipment Operator		2009	17.22	18.12	19.03	19.92	20.84
Welder		2010	17.56	18.48	19.41	20.32	21.25
		2011	17.92	18.85	19.80	20.72	21.68
Housing Inspector		2009	12.30	12.88	13.49	14.08	14.69
(Field)		2010	12.55	13.14	13.76	14.37	14.98
		2011	12.80	13.40	14.04	14.65	15.28
Housing Inspector		2009	17.59	18.33	19.25	20.02	21.02
(Multiple Dwell)		2010	17.94	18.70	19.64	20.42	21.44
		2011	18.30	19.08	20.03	20.83	21.87
Laborer		2009	14.50	15.24	16.00	16.71	17.45
		2010	14.79	15.55	16.32	17.04	17.80
		2011	15.09	15.86	16.64	17.38	18.15
Laborer (Heavy)		2009	16.51	17.33	18.20	19.06	19.89
		2010	16.84	17.68	18.57	19.44	20.28
		2011	17.18	18.03	18.94	19.83	20.69
Maintenance		2009	16.03	16.86	17.67	18.54	19.36
Repairer		2010	16.35	17.20	18.02	18.91	19.75
		2011	16.68	17.54	18.38	19.29	20.14
Maintenance Repairer		2009	16.86	17.79	18.73	19.66	20.60
(Sr)		2010	17.20	18.14	19.10	20.05	21.01
		2011	17.54	18.51	19.48	20.45	21.43

**UFCW Local 1360
2009 - 2011 Rate Schedule**

Job	Title		Step1	Step 2	Step 3	Step 4	Step 5
Mechanic		2009	17.30	18.21	19.13	20.02	20.95
		2010	17.64	18.58	19.51	20.42	21.37
		2011	18.00	18.95	19.91	20.83	21.79
Mechanic (Welder)		2009	17.55	18.49	19.42	20.32	21.25
		2010	17.90	18.86	19.80	20.73	21.68
		2011	18.26	19.23	20.2	21.14	22.11
Mechanic (Sr)		2009	17.65	18.67	19.72	20.76	21.79
		2010	18.00	19.05	20.12	21.18	22.22
		2011	18.36	19.43	20.52	21.60	22.67
Omnibus Driver		2009	16.03	16.87	17.68	18.55	19.37
		2010	16.35	17.21	18.03	18.92	19.76
		2011	16.68	17.55	18.39	19.30	20.16
Parks & Recreation Worker		2009	11.15	11.68	12.26	12.81	13.38
		2010	11.37	11.91	12.50	13.06	13.65
		2011	11.60	12.15	12.75	13.32	13.93
Parks & Recreation Asst Supervisor		2009	13.68	14.35	14.99	15.66	16.29
		2010	13.95	14.63	15.29	15.97	16.62
		2011	14.23	14.93	15.60	16.29	16.95
Permit Clerk		2009	14.16	14.84	15.58	16.28	16.99
		2010	14.44	15.13	15.89	16.61	17.33
		2011	14.73	15.44	16.21	16.94	17.68
Permit Clerk (Sr)		2009	14.79	15.50	16.23	16.95	17.65
		2010	15.09	15.81	16.55	17.29	18.00
		2011	15.39	16.13	16.88	17.63	18.36
Permit Clerk (Pr)		2009	15.82	16.64	17.49	18.29	19.10
		2010	16.14	16.97	17.84	18.66	19.48
		2011	16.46	17.31	18.20	19.03	19.87
Payroll Clerk		2009	13.79	14.51	15.28	16.07	16.79
		2010	14.07	14.80	15.58	16.39	17.13
		2011	14.35	15.10	15.89	16.72	17.47
Payroll Clerk (Sr)		2009	15.42	16.19	16.98	17.78	18.59
		2010	15.73	16.52	17.32	18.13	18.96
		2011	16.04	16.85	17.67	18.50	19.34
Payroll Clerk (Pr)		2009	15.82	16.64	17.49	18.29	19.10
		2010	16.14	16.97	17.84	18.66	19.48
		2011	16.46	17.31	18.20	19.03	19.87
Police Records Clerk (Sr)		2009	15.85	16.68	17.53	18.32	19.14
		2010	16.17	17.02	17.88	18.69	19.53
		2011	16.49	17.36	18.23	19.06	19.92

**UFCW Local 1360
2009 - 2011 Rate Schedule**

Job	Title		Step1	Step 2	Step 3	Step 4	Step 5
School Crossing		2009	11.60	12.17	12.73	13.24	13.85
Guard		2010	11.84	12.42	12.98	13.51	14.13
		2011	12.07	12.66	13.24	13.78	14.41
Secretarial Asst		2009	16.84	17.70	18.60	19.46	20.35
		2010	17.17	18.05	18.97	19.85	20.75
		2011	17.52	18.42	19.35	20.25	21.17
Tax Clerk		2009	13.79	14.51	15.28	16.07	16.79
		2010	14.07	14.80	15.58	16.39	17.13
		2011	14.35	15.10	15.89	16.72	17.47
Tax Clerk (Sr)		2009	15.42	16.19	16.98	17.78	18.59
		2010	15.73	16.52	17.32	18.13	18.96
		2011	16.04	16.85	17.67	18.50	19.34
Tax Clerk (Pr)		2009	15.82	16.64	17.49	18.29	19.10
		2010	16.14	16.97	17.84	18.66	19.48
		2011	16.46	17.31	18.20	19.03	19.87
Street Repairer		2009	16.48	17.33	18.20	19.06	19.89
		2010	16.81	17.68	18.57	19.44	20.28
		2011	17.14	18.03	18.94	19.83	20.69
Truck Driver		2009	16.84	17.70	18.60	19.46	20.35
		2010	17.17	18.05	18.97	19.85	20.75
		2011	17.52	18.42	19.35	20.25	21.17
Violations Clerk		2009	14.60	15.76	16.51	17.27	18.05
		2010	14.89	16.07	16.84	17.62	18.41
		2011	15.19	16.39	17.18	17.97	18.78