

RESOLUTION R:102-2011

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF
MONROE AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT
BETWEEN THE TOWNSHIP OF MONROE AND MONROE TOWNSHIP
ADMINISTRATIVE EMPLOYEES ASSOCIATION**

WHEREAS, the Township of Monroe and the Monroe Township Administrative Employees Association have negotiated an Agreement for a period of three years commencing January 1, 2009 through December 31, 2011; and

WHEREAS, after due deliberation and consultation, the Township Council of the Township of Monroe has determined it is in the interest of the residents of the Township of Monroe that said negotiation between the Township of Monroe and Monroe Township Administrative Employees Association be authorized and executed by the proper Township of Monroe Officials.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Monroe that the Mayor is hereby authorized to execute said agreement for the period of January 1, 2009 through December 31, 2011.

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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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

between the

MONROE TOWNSHIP ADMINISTRATIVE EMPLOYEES ASSOCIATION

and the

TOWNSHIP OF MONROE

January 1, 2009 through December 31, 2011

**ARTICLE I
RECOGNITION**

The Township of Monroe agrees to recognize the Monroe Township Administrative Employees Association, hereinafter referred to as the "MTAEA", as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all MTAEA member employees including:

Secretary to the Mayor	Assistant to the Mayor	Personnel Assistant
Management Information Systems Coordinator	Computer Service Technician	Director of Community Affairs
Parks and Recreation Department Head		

And any additional classifications as the parties may later agree to include. The parties agree that positions recognized under this agreement shall serve subject, to all applicable provisions of Title 11A of the New Jersey Statutes and Title 4A of the New Jersey Regulations, except where recognized positions are not subject those provisions in which case employees shall continue to serve subject the authority of the appointing authority.

**ARTICLE II
NON-DISCRIMINATION**

Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee providing said activities do not violate any local, state, or federal law.

**ARTICLE III
ASSOCIATION RIGHTS AND RESPONSIBILITIES**

Official delegates of the MTAEA will be granted administrative leave, with pay for the purposes set forth therein.

The MTAEA will be responsible for acquainting its members with the provisions of this agreement, and shall be responsible insofar as possible for the adherence to the terms of the Agreement by such members.

During negotiations, the MTAEA representatives so authorized by the MTAEA, not to exceed three (3), shall be excused from their normal duties for such periods of negotiations as are reasonable and necessary. All such negotiation meetings shall be mutually scheduled. Such excused individuals, however, shall be available for duty in the event that the need arises.

**ARTICLE IV
MANAGEMENT RIGHTS**

The Township of Monroe 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, including, but without limiting the generality of the 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.

The exercise of the foregoing powers, rights, authority, duties, or responsibilities of the Township of Monroe shall be limited only by the specific and express terms of this Agreement.

If any provision of the Agreement, or any application of the 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 the law, but all other provisions or applications shall continue in full force and effect.

ARTICLE V MAINTENANCE OF OPERATIONS

It is recognized that the need for continued and uninterrupted operations of the Township's departments and agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operations.

Neither the MTAEA nor any person acting in its behalf will cause, authorize, engage in, sanction, assist, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or stoppage of work, or abstinence in whole or in part, from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slowdown, sick-out, walkout, or other illegal job action against the Township of Monroe.

In the event of a strike, slowdown, work stoppage, sickout, or other activity aforementioned, it is agreed that participation in any such activity by any employee covered by this Agreement shall entitle the Township of Monroe to take legal and statutory remedies.

Nothing contained in this Agreement shall be construed to limit or restrict the Township of Monroe its right to seek and obtain such judicial relief as it may be entitled to have in Law or equity for injunction or damages, or both, in the event of such breach by the MTAEA or its members.

ARTICLE VI GRIEVANCE PROCEDURE

A. PURPOSE

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. DEFINITION

1. A grievance is an assertion by the employee or the MTAEA based on a controversy arising over the interpretation, application, or alleged violation of this Agreement, policies, or administrative decisions.
2. An aggrieved person is the person or persons making the assertion.

C. GRIEVANCE PROCEDURE STEPS

In order to resolve grievances covered by this Agreement between the parties, this procedure shall be followed unless any step is waived by mutual consent:

Step One. An aggrieved MTAEA member or the MTAEA shall institute action under the provision hereof within twelve (12) days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his/her immediate MTAEA member or the Township's Business Administrator in the absence of same, with the objective of resolving the matter informally. Failure to act within the said twelve (12) days shall be deemed to constitute an abandonment of the grievance. If a resolution of the grievance has not been reached within two (2) days of the informal discussion, the grievance may proceed to step two. If the aggrieved MTAEA member's difference is with his/her immediate supervisor, said aggrieved shall have the option to proceed directly to Step Two.

Step Two. In the event a satisfactory settlement has not been reached at Step One, the grievant and or the MTAEA may within five (5) days submit his/her written grievance to the Business Administrator. The Business Administrator or his/her designee shall hold a hearing at the request of the MTAEA, and shall review the matter and make a determination within ten (10) days from his/her receipt of the grievance. If the aggrieved MTAEA member's difference is with the Business Administrator, said aggrieved shall have the option to proceed directly to Step Three.

Step Three. In the event the grievance has not been resolved at Step Two, the grievant and and/or the MTAEA may within ten (10) working days of the Business Administrator's decision, submit his/her written grievance to the Mayor. The Mayor or his/her designee shall hold a hearing at the request of the MTAEA, and shall review the matter and make a determination within ten (10) days from his/her receipt of the grievance. If the aggrieved is not satisfied with the disposition of the grievance at Step Three, the aggrieved may request Step Four - arbitration.

Step Four. The arbitrator shall be chosen in accordance with the rules of the American Arbitration Association. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. The arbitrator so selected shall confer with the representatives of the Township of Monroe and the grievant and the MTAEA and hold hearing promptly and shall issue his/her decision not later than twenty (20) days from the date of the close of the hearing; or, if oral hearing have been waived, then from the date the final statements and proof on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Township of Monroe, the grievant and the MTAEA and shall be binding on the parties.

The costs for the services of the arbitrator shall be borne by the party whose position in the matter is unsuccessful in the arbitration, unless a party elects to withdraw, in which case the withdrawing party shall pay any fees of the American Arbitration Association. Any other expenses incurred, including but not limited to, the presentation of witnesses shall be paid by the party incurring same.

**ARTICLE VII
RATES OF COMPENSATION**

- Effective January 1, 2009 each Association member will receive an increase of two percent (2%) above their 2008 rate.
- Effective January 1, 2010 each Association member will receive an increase of two percent (2%) above their 2009 rate.
- Effective January 1, 2011 each Association member will receive an increase of two percent (2%) above their 2010 rate.
- Separate retro checks for 2009 & 2010, with \$100 signing stipend in 2009 retro check.

Notice of intention to open negotiations for the calendar year shall be accomplished by either party giving notice in writing to the other not later than September 1st of the calendar year in which the Agreement expires. All efforts will be made to commence negotiations on or about October 1st of the calendar year in which this Agreement expires.

**ARTICLE VIII
SICK LEAVE, DISABILITY AND WORKERS COMPENSATION**

SICK LEAVE

- A. Paid sick leave shall be earned at the rate of one working day per month up to the end of the first calendar year of employment and fifteen (15) working days for each calendar year thereafter.
- B. MTAEA members may elect to sell back up to ten (10) accumulated sick days (80 hours) per year at one hundred percent (100%) of their salary rate (salary / 2,080 hrs). MTAEA members must notify the Business Administrator, in writing, with a copy to the finance department, on or before November 1, if they wish to sell back sick time, indicating the number of days to be sold. Payment shall be made in the first (1st) pay period in December.
- C. If a MTAEA member dies while in active employment of the Township, his/her estate shall be paid for all accumulated but unused sick time.
- D. An employee who upon retirement from the Township or upon severance of employment caused by a job related permanent disability shall be paid for seventy-five percent (75%) of his/her unused sick time accumulated through December 31, 2009 and shall be paid for fifty percent (50%) of his/her unused sick time accumulated after January 1, 2010 at the employee's rate of pay. For the purposes of this Article, retirement is defined as eligibility for pension benefits under PERS.

DISABILITY

The Township shall provide disability benefits to the employees as set forth in Chapter 65, Personnel Policies 65-17 entitled Disability.

Effective December 31, 2011, the maximum benefit amount payable under the disability plan will be capped at seventy-five percent (75%) of an employee's base salary. However, employees may supplement this benefit by utilizing available sick leave in increments equaling twenty-five percent (25%) of base salary.

Effective at the signing of this agreement association members 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.

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. A MTAEA member 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.
2. 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 IX of this agreement.

WORKERS COMPENSATION

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

ARTICLE IX 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 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 Business Administrator at least two (2) weeks prior to the anticipated start of the leave, except in case of emergencies. 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.
2. Notice of all leaves of absence without pay, and renewals of such leave, shall be forwarded forthwith to the New Jersey Department of Personnel.
3. 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.

ARTICLE X HOLIDAYS

- A. All work performed on legal holidays below, shall be compensated at the regular straight time 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:

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

ARTICLE XI VACATIONS

Employees shall be entitled to as annual vacation, with pay, in accordance with the following schedule:

- From zero (0) to one (1) year of service, one (1) working day's vacation per month.
- After completing one (1) year of service but less than three (3) years, twelve (12) days vacation.
- After completing three years of service (3) years but less than ten (10) years, fifteen (15) days vacation.
- After completing ten (10) years of service but less than fifteen (15) years, twenty (20) days vacation.
- After completing fifteen (15) years but less than twenty (20) years, twenty-five (25) days vacation.
- After completing Twenty (20) years but less than twenty-five (25) years, thirty (30) days vacation

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.

Employees shall be permitted to carry over unused vacation time into the following year subject to the following provisions:

Requests to carry over unused vacation time must be made in writing to the Mayor, with a copy to the Business Administrator, no later than November 1st of each year. The Mayor shall approve or deny the vacation request carry-over, in whole or in part, in writing, no later than November 15th of each year and so advise the requesting MTAEA member. The written request to carry over unused vacation time shall include a written justification from the MTAEA member's department head, if one exists, setting forth the circumstances in the department which prevented the normal and anticipated use of vacation time by the requesting MTAEA member.

Where job-related circumstances justify unused vacation carry-over, the Mayor shall approve the request. Situations solely personal to the MTAEA member may not be used to justify vacation carry-over. Approved carry-over of unused vacation time will normally be limited to a maximum of five working days. However, in unusual circumstances, as justified by the requesting MTAEA member's department head, if one exists, up to ten (10) working days may be approved.

All vacation days approved for carry-over must be used by April 1st of the following year. The provisions concerning carry-over of vacation time shall be equitably applied to all MTAEA members and approval to carry over vacation time shall not be unreasonably withheld.

**ARTICLE XII
PERSONAL DAYS**

- A. All MTAEA members 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 department head or Business Administrator 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 MTAEA member 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 XIII
BEREAVEMENT LEAVE**

- A. All MTAEA members shall be entitled to five (5) workdays off, with full pay, at the time of a death in the MTAEA member's immediate family. The "immediate family" shall include father, mother, spouse, significant other, child, brother, sister, or any member of the MTAEA member's immediate household.
- B. All MTAEA members shall be entitled to two (2) workdays off, with full pay, at the time of a death for grandmother, grandfather, nephews, nieces, uncles, aunts, father-in-law, mother-in-law, brother-in-law, or sister-in-law.

**ARTICLE XIV
HOURS AND OVERTIME**

- A. The basic workweek shall be those hours as currently established for the positions covered by this Agreement and will not be changed without prior negotiation between the Township of Monroe and the affected MTAEA member. Any change will be noted in an addendum to any current contract in force.
- B. Association members shall be entitled to gain Compensatory ("Comp") time for all hours worked beyond forty (40) hours in a single week in lieu of overtime. Such compensatory time shall be compensated at a rate of time and one-half, double time on Sundays and Holidays, limited to a maximum of sixty (60) hours that can be carried over from year to year. All MTAEA members shall be entitled to a lunch period in accordance with current practice.

CALL IN

- A. Any MTAEA member that are called into work from home following completion of his/her scheduled workday shall receive a minimum of two (2) hours of compensatory time. This will be compensated at time and a half (1 1/2) for hours worked in excess of forty (40).

**ARTICLE XV
INSURANCE**

- A. The Township shall provide all MTAEA members with Medical, Dental, Prescription and Group Life Insurance. Effective at the signing of the agreement, the Township shall provide employees 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. Effective December 31, 2011, the Township shall provide employees 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.
- B. Mail-Ins for maintenance drugs shall remain free of charge for the period of this collective bargaining agreement.
 - C. Association 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
 - D. Any MTAEA member choosing not to accept the Township health insurance plan will receive \$200.00 monthly 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.
 - E. All MTAEA members shall receive a life 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.
 - F. Pursuant to Resolution 62-93, the Township of Monroe has agreed to pay the premium for medical benefits for employees, their spouses and any eligible dependents, who have retired after serving twenty-five (25) years or more in the employment of Monroe Township: and thereby adopting the provisions of Chapter 88, Public Laws of 1974.
 - G. A retiring MTAEA member may at his/her request and cost continue the life insurance policy coverage presently in effect through the township.

ARTICLE XVI SENIORITY

Seniority is defined as the MTAEA member's accumulated length of service, in any capacity, with the Township of Monroe.

ARTICLE XVII DISCIPLINE

No MTAEA members shall be disciplined except for just cause. The MTAEA member's Association shall be given written notification of all intended disciplinary actions taken by the Township of Monroe indicating the extent and reason for said action. Except where New Jersey Department of Personnel statutes and regulations provide otherwise, all disciplinary matters are subject to the grievance and arbitration provisions of the Agreement except that the discharge of a temporary or provisional employee shall not be subject to binding arbitration.

ARTICLE XVIII TRAINING

Any MTAEA member shall be allowed to attend any training course or facility specifically for the purpose of learning and/or improving his/her skills as a MTAEA member in their field or in general management principles.

ARTICLE XIX MILITARY LEAVE

Where a MTAEA member is a member of the National Guard and /or a reserve unit, or a member of the Armed Forces of the United States, and is required to engage in field training or to attend weekly drill

meetings, or required to report for active duty, he/she will be granted a military leave of absence with full pay for the period of such training, meeting, or duty. Such leave shall not affect his/her vacation or seniority standing. This leave shall be granted for training obligations consistent with NJAC 5A: 1.

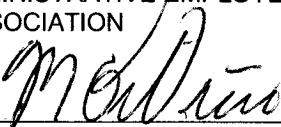
**ARTICLE XXI
SEPARABILITY**

If any provision of this Agreement or any application of this Agreement to any MTAEA member or group of MTAEA member 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 XXII
DURATION OF AGREEMENT**

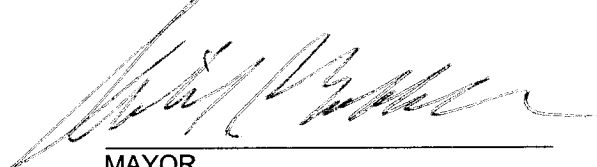
This Agreement shall be effective as of January 1, 2009 and shall continue in effect until December 31, 2011, subject to the Association's right to negotiate a successor Agreement.

FOR THE MONROE TOWNSHIP
ADMINISTRATIVE EMPLOYEES
ASSOCIATION

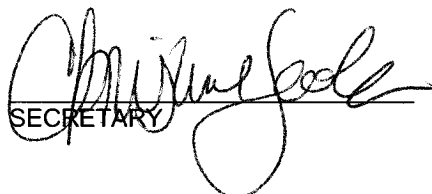


PRESIDENT

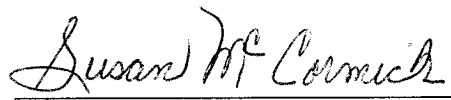
FOR THE TOWNSHIP OF MONROE



MAYOR



SECRETARY



ATTEST: