

RESOLUTION R:194-2019

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

WHEREAS, the Township of Monroe and the Monroe Township Supervisors Association have negotiated an agreement for a period of three years commencing January 1, 2018 through December 31, 2021; 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 Supervisors Association be authorized and executed by the proper Township of Monroe officials and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Monroe that the Mayor or his designee is hereby authorized to execute the attached agreement for the period of January 1, 2018 through December 31, 2021.

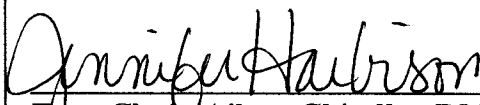
ADOPTED at a meeting of the Township Council of the Township of Monroe on August 26, 2019.

TOWNSHIP OF MONROE



CNCL. PRES., RONALD T. GARBOWSKI

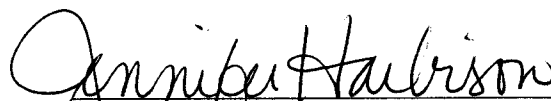
ATTEST:



**Twp. Clerk, Aileen Chiselko, RMC
or Deputy Clerk, Jennifer Harbison**

CERTIFICATION OF CLERK

The foregoing Resolution was duly adopted at a meeting of the Township Council of the Township of Monroe, County of Gloucester, State of New Jersey, held on the 26th day of August 2019 in the Municipal Complex located at 125 Virginia Avenue, Williamstown, New Jersey.



**Twp. Clerk, Aileen Chiselko, RMC
or Deputy Clerk, Jennifer Harbison**

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RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MONROE
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ROLL CALL VOTE

	AYES	NAYS	ABSTAIN	ABSENT
Cncl. Dilks	↓			↓
Cncl. Falcone	↓			
Cncl. Marino	↓			
Cncl. Miller	↓			
Cncl. O'Reilly	↓			
Cncl. Wolfe	↓			
Pres. Cncl. Garbowski	↓			
Tally:	6			1

**MEMORANDUM OF AGREEMENT BETWEEN TOWNSHIP OF MONROE (TWP) AND MONROE TOWNSHIP
SUPERVISORS ASSOCIATION (ASSOCIATION) MEMORANDUM OF AGREEMENT**

The Township and the Association agree that the following sets forth the material terms to be recommended for approval by the Council and for ratification by the Association membership:

1. **TERM OF AGREEMENT** – Four (4) Years- January 1, 2018 through December 31, 2021
2. **ARTICLE 1 RECOGNITION** Revise Article as follows:

Added Titles:

Deputy Court Administrator

Recreation Leader

Effective 1/1/2019 Deleted Titles:

Township Clerk

Deputy Township Clerk

Emergency Management Officer

Superintendent of Roads

Abandoned Property Administrator

3. **ARTICLE VII - RATES OF COMPENSATION** - Revise Article as follows:

A) Salary increases shall be paid into the step rates for all titles according to the following. Retroactive payments shall be made in separate checks as soon as practicable but no later than thirty (30) days following the ratification of this agreement.

1) Effective on and retroactive to January 1, 2018, each employee shall receive an increase of two-percent (2%) in their hourly rate of pay.

2) Effective on and retroactive to July 1, 2018, each employee shall receive an increase of one-percent (1%) in their hourly rate of pay.

3) Effective on and retroactive to January 1, 2019, each employee shall receive an increase of two-percent (2%) in their hourly rate of pay.

4) Effective on and retroactive to July 1, 2019, each employee shall receive an increase of one-percent (1%) in their hourly rate of pay.

5) Effective January 1, 2020, each employee shall receive an increase of two-percent (2%) in their hourly rate of pay.

6) Effective July 1, 2020, each employee shall receive an increase of one-percent (1%) in their hourly rate of pay.

7) Effective January 1, 2021, each employee shall receive an increase of two-percent (2%) in their hourly rate of pay.

8) Effective July 1, 2021, each employee shall receive an increase of one-percent (1%) in their hourly rate of pay.

B) Effective July 1, 2019: A multi licensed inspector/sub code shall be entitled additional compensation in the amount of \$1,250. for use of all licenses. This amount will be prorated in the event employment has severed.

Effective January 1, 2020: A multi licensed inspector/sub code shall be entitled additional compensation on an annual basis in the amount of \$2,500. for use of all licenses. This amount will be prorated in the event employment has severed.

4. ARTICLE VIII - SICK LEAVE, COMPENSATORY SELL BACK, DISABILITY AND WORKERS COMPENSATION

– ADD Section B with the following:

Supervisors may elect to sell up to 10 accumulated sick days (80 hours per year) at one hundred percent (100%) of their salary rate (salary / 2080 hours). The Mayor reserves the right to authorize more than 80 hours, based on the Mayor's discretion and the needs of the Township. In the event the Mayor has authorized additional sell back beyond the 80 hours of sick time, the supervisor will first utilize compensation time for buy back purposes.

Pursuant to the above article, upon sell back, the employee shall be permitted to convert the current value of accumulated sick leave and/or compensatory time into a deferred compensation account subject to the limits prescribed in the contractual calculations and the law.

The employee must provide notice to the Business Administrator or his/her designee by November 1st and payment shall be made on or before December 31st. In the event the employee is retiring at an earlier date in the calendar year, then notice shall be made within a reasonable time upon noticing the township of the intent to retire and payment shall be made as soon as practicable.

5. ARTICLE XV — INSURANCE Revise the Article consistent with the following language:

B. 3. *(including the deletion of obsolete language):*

Any employee choosing not to accept the Township health insurance plan will be compensated according to the most current established municipal ordinance (0:39-2017), 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 and is subject to the rules, provisions and laws governing the NJSHBP. All other provisions of the expired collective bargaining agreement not modified herein shall be continued as part of the successor agreement.

6. Election Coverage REMOVE (page 12):

~~Effective at the signing of the agreement, the stipends (\$1,500) paid to the Clerk and Deputy Clerk for election coverage shall be eliminated and made part of the salary paid to those positions.~~

7. ARTICLE XIV — HOURS AND OVERTIME


~~REMOVE C: Any work performed by supervisors in excess of (40) hours in a week, will be compensated with "Comp Time" up to a maximum of fifty (50) hours.~~

EDIT B (first sentence): Any work performed by supervisors, in addition to forty (40) hours, will be compensated at a rate of time and one-half, double time on Sundays and Holidays.

8. Article XIX – Clothing Allocation (work boots): Modify 3rd paragraph to read:

Effective January 1, 2020, the Township will provide an annual allowance of one- hundred-fifty (\$150.00) each year for the purpose of purchasing the safety-toe required work boots for Public Works employees.

9. This agreement represents all of the negotiated changes between the parties and all other proposals not included herein are deemed withdrawn.



Mayor Richard DiLucia



Joanne Potopchuk, President
Monroe Township Supervisors Association

Dated: 8-28-19

Dated: 8-29-19

ATTEST:



Aileen Chiselko

Township Clerk

Township Clerk

Dated: 8/28/19

AGREEMENT

between the

MONROE TOWNSHIP SUPERVISOR'S ASSOCIATION

and the

TOWNSHIP OF MONROE

January 1, 2018 through December 31, 2021

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**ARTICLE I
RECOGNITION**

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

Administrative Clerk	EMT Supervisor	Plumbing Sub-Code Official
Court Administrator	Zoning Code Enforcement Officer	Fire Sub-Code Official
Deputy Court Administrator	Housing Official	Superintendent of Public Works
Tax Collector	Construction Code Official	Supervisor of Buildings & Grounds
Deputy Tax Collector	Technical Assistant	Supervising Mechanic
Registrar of Vital Statistics	Code Enforcement Officer	Supervisor of Roads
Recreation Leader	Building Sub-Code Official	Supervisor of Sanitation
Senior Data Processing Systems Programmer	Electrical Sub-Code Official	Supervisor of Recycling

And any additional classifications as the parties may later agree to include.

The parties recognize that if the Township elects to reintroduce the Titles of "Supervisor of Accounts", Tax Assessor, and/or "Deputy Tax Assessor", the titles will be restored to this Recognition Article.

**ARTICLE II
NON-DISCRIMINATION**

Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or 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 Supervisors Association will be granted administrative leave, with pay for the purposes set forth therein.

The Supervisors Association 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 Supervisors Association representatives so authorized by the Supervisors Association, 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 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 provisions 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 Supervisors Association 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 to 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 Supervisors Association 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 Supervisors Association 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 supervisor or the Supervisors Association 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 difference between the aggrieved employee and his/her immediate supervisor 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 supervisor'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 Supervisors Association 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 Supervisors Association, and shall review the matter and make a determination within ten (10) days from his/her receipt of the grievance. If the aggrieved supervisor'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/or the Supervisors Association may within ten (10) 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 Supervisors Association, and shall review the matter and make a determination within then (10) days form 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 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 Supervisors Association 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 Supervisors Association and shall be binding on the parties.

The costs for the services of the arbitrator shall be borne by the party whose position the matter is unsuccessful in the arbitration, unless the 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

- A. Salary increases shall be paid into the step rates for all titles according to the following. Retroactive payments shall be made in separate checks as soon as practicable but no later than thirty (30) days following the ratification of this agreement.
1. Effective on and retroactive to January 1, 2018, each employee shall receive an increase of two percent (2%) in their hourly rate of pay.
 2. Effective on and retroactive to July 1, 2018, each employee shall receive an increase of one percent (1%) in their hourly rate of pay.
 3. Effective on and retroactive to January 1, 2019, each employee shall receive an increase of two percent (2%) in their hourly rate of pay.
 4. Effective on and retroactive to July 1, 2019, each employee shall receive an increase of one percent (1%) in their hourly rate of pay.
 5. Effective January 1, 2020, each employee shall receive an increase of two percent (2%) in their hourly rate of pay.
 6. Effective July 1, 2020, each employee shall receive an increase of one percent (1%) in their hourly rate of pay.
 7. Effective January 1, 2021, each employee shall receive an increase of two percent (2%) in their hourly rate of pay.

8. Effective July 1, 2021, each employee shall receive an increase of one percent (1%) in their hourly rate of pay.

B. Effective July 1, 2019: A multi licensed inspector/sub-code official shall be entitled additional compensation in the amount of \$1,250 for use of all licenses. This amount will be prorated in the event employment has severed.

Effective January 1, 2019: A multi licensed inspector/sub-code official shall be entitled additional compensation on an annual basis in the amount of \$2,500 for use of all licenses. This amount will be prorated in the event employment has severed.

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.

LONGEVITY

Employees who have a hire date prior to January 1, 1996 have been compensated with "longevity pay" and paid on a bi-weekly basis for pension purposes. Effective January 1, 2004, longevity will be incorporated into the employee's base rate as follows:

- Employees, who on January 1, 2004 receive the maximum longevity rate of 8%, the 8% longevity rate will be incorporated into the employee's base rate.
- Employees, who on January 1, 2004 receive less than the maximum rate of 8%, will receive an additional percentage increase effective January 1, 2003 as a buyout of the employee's future longevity entitlement, The additional percentage will be negotiated between the employee and the administration and along with the employee's longevity rate will be incorporated into the employee's base rate.
- Employees, who on January 1, 2004 receive less than the maximum rate of 8%, elect not to take the longevity buyout and not have the longevity rate incorporated into their base rate will receive their longevity pay in a lump sum payment to be paid in the first (1st) pay period in December.

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. Supervisors may elect to sell up to 10 accumulated sick days (80 hours per year) at one hundred percent (100%) of their salary rate (salary/2080 hours). The Mayor reserves the right to authorize more than 80 hours, based on the Mayor's discretion and the needs of the Township. In the event the Mayor has authorized additional sell back beyond the 80 hours of sick time, the supervisor will first utilize compensation time for buy back purposes.

Pursuant to the above article, upon sell back, the employee shall be permitted to convert the current value of accumulated sick leave and/or compensatory time into a deferred compensation account subject to the limits prescribed in the contractual calculations and the law.

The employee must provide notice to the Business Administrator or his/her designee by November 1st and payment shall be made on or before December 31st. In the event the employee is retiring at an earlier date in the calendar year, then notice shall be made within a reasonable time upon noticing the township of the intent to retire and payment shall be made as soon as practicable.

- C. If a Supervisor dies while in active employment of the Township, his/her estate shall be paid for all accumulated unused sick time.
- D. Supervisors will be compensated for the total value of accumulated sick leave upon retirement or upon severance of employment caused by job related permanent disability, at their current contractual rate of pay at the time of retirement/severance as outlined below:
 - 1. If hired prior to January 1, 2004 – 75% of accumulated time up to a maximum of \$25,000.00.
 - 2. If hired on or after January 1, 2004 – 75% of accumulated time up to a maximum of \$15,000.00.

For purpose of this article, retirement is defined as eligibility for pension benefits under PERS.

DISABILITY

For the purpose of this article a disability is hereby defined as an illness or non-work related injury in which an employee who 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. Effective December 31, 2011, a full-time employee who is disabled through illness or non-work related injury shall be granted disability benefits pursuant to the following schedule:

AT LEAST YEAR	LESS THAN YEARS	BENEFIT WEEKS @ 75%	BENEFIT WEEKS @ 50%	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 AND 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 "seventy-five percent (75%)" 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 arising from 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.
6. 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.

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

- A. 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.
- B. 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 a 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.

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 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.

**ARTICLE X
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:

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**

- A. Each employee shall be entitled to annual vacation with pay in accordance with the following schedule:
 1. From zero (0) to one (1) year, one (1) working days' 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.
-
- 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.
 - C. Employees shall be permitted to carry over unused vacation time into the following year subject to the following provisions:
 1. 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 1 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 supervisor. The written request to carry over unused vacation time shall include a written justification from the supervisor'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 supervisor.
 2. Where job-related circumstances justify unused vacation carry over, the Mayor shall approve the request. Situations solely personal to the supervisor 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 (5) working days. However, in unusual circumstances, as justified by the supervisor's department head, if one exists, up to ten (10) working days may be approved.
 3. 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 supervisors and approval to carry over vacation time shall not be unreasonably withheld.

**ARTICLE XII
PERSONAL DAYS**

- A. All supervisors 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 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 XIII
BEREAVEMENT LEAVE**

- A. All supervisors shall be entitled to five (5) workdays off, with full pay, at the time of a death in the supervisor's immediate family. The "immediate family" shall include father, mother, spouse, significant other, child, brother, sister, or any member of the supervisor's immediate household.
- B. All supervisors 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 supervisor. Any change will be noted in an addendum to any current contract in force.
- B. Any work performed by supervisors, in addition to forty (40) hours, will be compensated at a rate of time and one-half, double time on Sundays and Holidays. All non-exempt employees as defined by the FLSA shall receive twice their hourly rate for work performed in excess of twelve (12) hours.
- C. All supervisors shall be entitled to a lunch period in accordance with current practice.

CALL IN

- A. Any Public Works Supervisor 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. Supervisors (Municipal Court Administrator, Zoning Code Enforcement Officer) 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 \$500.00. Said payment shall be made at the end of each year and shall be prorated, if the affected employee works less that full year for the township.

**ARTICLE XV
INSURANCE**

- 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, 2016, the NJ Direct 10 Plan, with the Co-Insurance Prescription Plan, offered by the Township shall be the base plan for all covered employees. Employees shall continue to be responsible to pay, on a pre-tax basis, the premium sharing contributions listed in P.L. 2011, Chapter 78. Employees may select alternative benefit

plans available to Township employees; where an alternative plan has a higher premium than the base plan, the employee selecting the plan shall be required to pay the additional premium cost above the base plan in addition to any premium sharing requirement from the base plan.

2. The Township retains the right to change the medical and/or prescription plans during the term of this Agreement as long as it maintains equal to or better benefit levels and coverage under the plan(s), with deductibles, co-payments for all doctor's visits and other services, and retail and mail order prescriptions, identical to or lower than those under the NJ Direct 10 Plan.
 3. The Township agrees to provide all employees and eligible dependents covered by this Agreement with a dental plan at the same benefit level as currently administered through Delta Dental PPO.
- B. Flexible Spending Account: Effective January 1, 2017, the Township shall provide a flexible spending account (FSA) to permit employees to voluntarily set aside, on a pre-tax basis, a portion of their earnings to pay for qualified medical and dental expenses not otherwise covered by their health benefits plan, pursuant to Section 125 of the Internal Revenue Code, 26 U.S.C. §125.
- C. 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. Any employee choosing not to accept the Township Health Insurance plan will be compensated according to the most current established municipal ordinance (Ordinance 0:39-2017), after given 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 and is subject to the rules, provisions and laws governing the NJSHBP.
- D. 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.
- E. Retiree Benefits: Pursuant to Resolution 62-93, the Township of Monroe has agreed to pay the premium for medical benefits for employees and their eligible dependents, as defined by the plan, who have retired or will retire after serving twenty-five (25) years or more in the service of Monroe Township or who retire under a disability retirement.

Employees with twenty (20) years or more of service as of June 28, 2011 in a pension system administered by the State of New Jersey shall not be subject to the provisions of P.L.2011c.78 as applied in this contract. Employees with less than twenty (20) years of service as of June 28, 2011 in a pension system administered by the State of New Jersey

shall be subject to the provisions of P L 2011c78 as applied in this contract. Applicable premium sharing shall be calculated based on a retiree's annual pension benefit and premium cost.

Employees who retire by December 31, 2017, with twenty-five (25) years or more in the service of Monroe Township, shall be reimbursed for any difference in employee's out-of-pocket monies (treatment co-payments and other related out of pocket expenses) paid under the base plan effective April 1, 2016 and the Horizon Blue Cross and Blue Shield Plan in effect under the parties' January 1, 2012 through December 31, 2014 Agreement. Reimbursement on out of pocket expenses under this subparagraph shall not include employee insurance premium contributions.

ARTICLE XVI SENIORITY

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

ARTICLE XVII DISCIPLINE

No supervisor shall be disciplined except for just cause. The Supervisor'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 supervisor shall be allowed to attend a training course or facility specifically for the purpose of learning and/or improving his/her skills as a supervisor in their field of in general management principles.

ARTICLE XIX CLOTHING ALLOCATION

- A. 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, five hundred dollars (\$500) cleaning and maintenance allowance.
- B. The Township will provide winter coats, as needed, to the public works department. The employees will be responsible for laundering said coats.
- C. Effective January 1, 2020, the Township will provide an annual allowance of one-hundred fifty (\$150.00) each year for the purpose of purchasing the safety-toe required work boots for Public Works employees.

**ARTICLE XIX
MILITARY LEAVE**

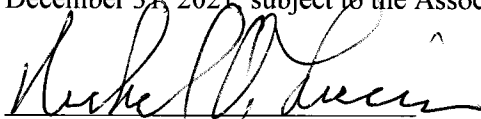
Where a supervisor is a member of the National Guard and /or a reserve unit, or a member of the Armed Forces of the United States, and is required to engage in field training or to attend weekly drill meetings, or required to report for active duty, he/she will be granted a military leave of absence and paid in accordance to the established state statutes and the Township's Personnel Policies Chapter 65-23-1 entitled "Military Leave Benefits". Such leave shall not affect his/her vacation or seniority standing.

**ARTICLE XXI
SEPARABILITY**

If any provision of this Agreement or any application of this Agreement to any supervisor or group of supervisors 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.

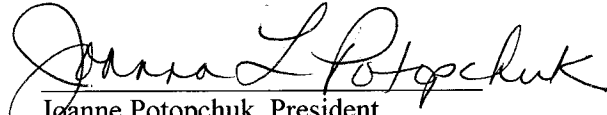
**ARTICLE XXII
DURATION OF AGREEMENT**

This Agreement shall be effective as of January 1, 2018 and shall continue in effect until December 31, 2021, subject to the Association's right to negotiate a successor Agreement.



Mayor Richard DiLucia

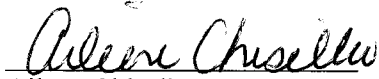
Dated: 11-4-19



Joanne Potopchuk, President
Monroe Township Supervisors Association

Dated: 11-4-19

ATTEST:



Aileen Chiselko
Township Clerk

Dated: 11/13/19