

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

1		
2		
3		
4		
5		
6		
7		
8	ARTICLE 1 – PREAMBLE	3
9	ARTICLE 2 – RECOGNITION	3
10	ARTICLE 3 – DUES CHECK OFF	3
11	ARTICLE 4 – MANAGEMENT RIGHTS	8
12	ARTICLE 5 – NO STRIKE PLEDGE.....	9
13	ARTICLE 6 – NON-DISCRIMINATION	9
14	ARTICLE 7 – SENIORITY.....	10
15	ARTICLE 8 – PROVISIONAL/PROBATIONARY STATUS	12
16	ARTICLE 9 – CALL BACK PAY	12
17	ARTICLE 10 – HOURS OF WORK & OVERTIME.....	14
18	ARTICLE 11 – HOLIDAYS	17
19	ARTICLE 12 – VACATIONS.....	18
20	ARTICLE 13 – REST PERIODS	19
21	ARTICLE 14– PERSONAL DAYS AND COMPENSATORY TIME.....	19
22	ARTICLE 15 - SICK LEAVE	20
23	ARTICLE 16 – PAYMENT OF ACCUMULATED SICK LEAVE	22
24	ARTICLE 17 – EXTENDED SICK LEAVE	22
25	ARTICLE 18 – MATERNITY LEAVE	25
26	ARTICLE 19 – BEREAVEMENT LEAVE.....	26
27	ARTICLE 20 – JURY LEAVE.....	27
28	ARTICLE 21 – MILITARY LEAVE	27
29	ARTICLE 22 – CONVENTION LEAVES	28
30	ARTICLE 23 – NON-PAID LEAVES OF ABSENCE.....	28
31	ARTICLE 24 – UNION REPRESENTATIVES	29
32	ARTICLE 25 – BULLETIN BOARDS	29
33	ARTICLE 26 – HEALTH & WELFARE BENEFITS	30
34	ARTICLE 27 – RULES AND REGULATIONS	34
35	ARTICLE 28 – ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS	34
36	ARTICLE 29 – SAVINGS CLAUSE.....	35
37	ARTICLE 30 – DISCIPLINE AND DISCHARGE	35
38	ARTICLE 31 – JOB POSTING.....	35
39	ARTICLE 32 – WORK OUT OF TITLE	36
40	ARTICLE 33 – SAFETY AND HEALTH.....	36
41	ARTICLE 34 –LABOR MANAGEMENT COMMITTEE	36
42	ARTICLE 35 – FULLY BARGAINED PROVISION.....	37
43	ARTICLE 36 – SALARIES.....	37
44	ARTICLE 37 – TERMINATION.....	39
45	ARTICLE 38 – WORK UNIFORM PROGRAM	39
46	ARTICLE 39 – LONGEVITY.....	40

47 ARTICLE 40 – GRIEVANCE PROCEDURE..... 41
48 ARTICLE 41 – ARBITRATION..... 42
49 ARTICLE 42 – PERMANENT PART TIME EMPLOYEES..... 43
50 ARTICLE 43 – EDUCATION BENEFITS..... 43
51 ARTICLE 44 – WEATHER EMERGENCY/DECLARED HOLIDAYS 44
52 ARTICLE 45 – DURATION OF AGREEMENT 44
53
54

55 **ARTICLE 1 – PREAMBLE**

56
57 This Agreement entered into this 1st day of January 2019, between the Township of
58 Monroe (hereinafter referred to as the Township) and the United Service Workers Union, Local
59 255, IUJAT, 138-50 Queens Blvd., Briarwood, NY 11435 (hereinafter referred to as the Union).
60 This Agreement shall be in effect from January 1, 2019 up to and including December 31, 2022.

61 **ARTICLE 2 – RECOGNITION**

62
63 The Employer recognizes the Union as the sole and exclusive collective bargaining agent
64 with regard to rates of pay, hours of work and other conditions of employment for all blue collar
65 employees and all blue collar employees in the Utility Department, employed by the Employer in
66 the Department of Public Works, including Streets & Roads, Parks, and Buildings and Property
67 and excluding all clerical employees, supervisors, Managerial Executives and Confidential
68 employees, and for such additional or deleted classifications as the parties may later agree to add
69 or delete.

70 **ARTICLE 3 – DUES CHECK OFF**

71
72 a) The Township agrees to deduct Union dues from the salaries of employees subject
73 to the terms of this Agreement. Such deduction shall be made in compliance with N.J.S.A.
74 52:14-15.9(3), as amended. Said monies, together with records of any correction, shall be
75 transmitted to the Union office within fifteen (15) calendar days following the payroll period in
76 which the deductions were made.

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

80 c) The Union shall provide the necessary check-off authorization forms and the
81 Union will secure the signatures of its members on the forms and deliver the signed forms to the
82 designated Township officials, as provided in N.J.S.A. 52:14-15.9(e) as amended. The Union
83 shall indemnify, defend, and save the Township harmless against any and all claims, demands,
84 suits of other forms of liability that may arise out of or by reason of action taken by the
85 Township in reliance upon the salary deduction authorization cards submitted by the Union to
86 the Township. For the purpose of this provision, employees employed on a ten (10) month basis
87 or who are reappointed from year to year shall be considered to be in continuous employment.

88 Miscellaneous Provisions Relating to Workplace Democracy Enhancement Act

89 1. The Employer recognizes that it is in the Public interest to ensure that the Union should be
90 able to effectively carry out its statutory duties by having access to and being able to
91 communicate with the employees it represents. In order to effectuate this principle:

92 A. The Employer shall provide to the Union access to members of the negotiations units.

93 1). Access includes, but is not limited to, the following:

94 (a) the right to meet with individual employees on the premises of the Employer during the
95 work day to investigate and discuss grievances, workplace-related complaints, and other
96 workplace issues;

97 (b) the right to conduct worksite meetings during lunch and other non-work breaks, and
98 before and after the workday, on the Employer's premises to discuss workplace issues, collective
99 negotiations, the administration of collective negotiations agreements, other matters related to
100 the duties of the Union, and internal Union matters involving the governance or business of the
101 exclusive representative employee organization; and

102 (c) the right to meet with newly hired employees, without charge to the pay or leave time of
103 the employees, for a minimum of 30 minutes, within 30 calendar days from the date of hire,
104 during new employee orientations, or if the Employer does not conduct new employee
105 orientations, at individual or group meetings.

106 B. Within 10 calendar days from the date of hire of negotiations unit employees, the
107 Employer shall provide the following contact information to the Union in an Excel file format or
108 other format agreed to by the Union: name, job title, worksite location, home address, work
109 telephone numbers, and any home and personal cellular telephone numbers on file with the
110 Employer, date of hire, and work email address and any personal email address on file with the
111 Employer. Every 120 calendar days beginning on January 1 following the effective date of this
112 act, Employers shall provide exclusive representative employee organizations, in an Excel file
113 or similar format agreed to by the employee organization, the following information for all
114 negotiations unit employees: name, job title, worksite location, home address, work, home and
115 personal cellular telephone numbers, date of hire, and work email address and personal email
116 address on file with the Employer.

117 C. The home addresses, phone numbers, email addresses, dates of birth, and negotiation
118 units and groupings of employees, and the emails or other communications between employee
119 organizations and their members, are not government records and are exempt from any
120 disclosure requirements of P.L.1963, c.73 (C.47:1A-1 et seq.).

121 D. The Union shall have the right to use the email systems of the Employer to
122 communicate with negotiations unit members regarding collective negotiations, the
123 administration of collective negotiations agreements, the investigation of grievances, other

124 workplace-related complaints and issues, and internal Union matters involving the governance or
125 business of the Union.

126 E. The Union shall have the right to use government buildings and other facilities that are
127 owned or leased by government entities to conduct meetings with their unit members regarding
128 collective negotiations, the administration of collective negotiations agreements, the
129 investigation of grievances, other workplace-related complaints and issues, and internal Union
130 matters involving the governance or business of the Union, provided such use does not interfere
131 with governmental operations.

132 F. The Employer and the Union have negotiated in good faith over the inclusion of
133 subsections A through E of this Article and shall be enforceable through the grievance
134 procedure, up through and including binding arbitration. The requirements set forth in
135 subsections A through E of this section establish the minimum requirements for access to and
136 communication with negotiations unit employees by the Union and may be hereafter extended,
137 altered or amended by the Public and Employer in the context of further negotiations.

138 2. A. The Employer shall not encourage negotiations unit members to resign or relinquish
139 membership in the Union and shall not encourage negotiations unit members to revoke
140 authorization of the deduction of fees to the Union.

141 B. The Employer shall not encourage or discourage an employee from joining, forming or
142 assisting the Union an employee organization.

143 C. If the Employer violates any provision of subsection A. or B. of this section, it shall be
144 regarded as having engaged in an unfair practice in violation of subsection a. of section 1 of
145 P.L.1974, c.123 (C.34:13A-5.4), and, upon a finding that the violation has occurred, the Public
146 Employment Relations Commission, in addition to implementing any other remedies authorized

147 by that section, shall order the Employer to make whole the exclusive representative employee
148 organization for any losses suffered by the organization as a result of the Employer's unlawful
149 conduct and any other remedial relief deemed appropriate.

150 3. A. All regular full-time and part-time employees of the Employer who perform
151 negotiations unit work shall be included in the negotiations unit represented by the Union.

152 B. Negotiations unit work means work that is performed by any employees who are
153 included in a negotiations unit represented by the Union without regard to job title, job
154 classification or number of hours worked, except that employees who are confidential
155 employees, as that term is defined by subsection (g) of section 1 of P.L.1941, c.100 (C.34:13A-
156 3), or casual employees, may be excluded from the negotiations unit. Casual employees are
157 employees who work an average of fewer than four hours per week over a period of 90 days.

158 C. Employees who are performing negotiations unit work and who are not included in a
159 negotiations unit because they did not meet the threshold of hours or percent of time worked as
160 set forth in a certification of representative, recognition clause or other provision in a collective
161 negotiations agreement, shall be included in the negotiations unit by operation of this Agreement
162 and pursuant to the New Jersey Workplace Democracy Enhancement Act.

163 4. a. Whenever any person holding employment, whose compensation is paid by the
164 Employer shall indicate in writing, including by electronic communications, and which writing
165 or communication may be evidenced by the electronic signature of the employee, to the proper
166 disbursing officer his or her desire to have any deductions made from his or her compensation,
167 for the purpose of paying the employee's dues to the Union, and of which said employee is a
168 member, such disbursing officer shall make such deduction from the compensation of such

169 person and such disbursing officer shall transmit the sum so deducted to the Union designated
170 by the employee in such request.

171 b. Employees who have authorized the payroll deduction of fees to the Union may revoke
172 such authorization by providing written notice to the Union during the 10 days following each
173 anniversary date of their employment. Within five (5) days of receipt of notice from an
174 employee of revocation of authorization for the payroll deduction of fees, the Union shall
175 provide notice to the Employer of an employee's revocation of such authorization. An
176 employee's notice of revocation of authorization for the payroll deduction of employee
177 organization fees shall be effective on the 30th day after the anniversary date of employment.

178 As used in this section, dues shall mean all moneys required to be paid by the employee as a
179 condition of membership in the Union and any voluntary employee contribution to a committee
180 or fund established by such organization, including but not limited to welfare funds, political
181 action committees, charity funds, legal defense funds, educational funds, and funds for donations
182 to schools, colleges, and universities.

183 **ARTICLE 4 – MANAGEMENT RIGHTS**

184
185 The United Service Workers Union, IUJAT, Local 255, recognizes the administration of
186 rights, duties and authority to manage and control the employees of the administration pursuant
187 to the authority conferred on it by the State of New Jersey, and all applicable local, State and
188 Federal Laws. The administration retains and reserves all rights of management and control of
189 the employees of the administration except those as specifically modified by the terms of this
190 agreement.

191

192 **ARTICLE 5 – NO STRIKE PLEDGE**

193
194 a) The Union covenants and agrees that during the terms of this Agreement, neither
195 the Union nor any person acting on its behalf, will cause, authorize and support or condone, nor
196 will any of its members take part in any (i.e. the concerted failure to report for duty, or willful
197 absence of any employee from his position or stoppage of work or abstinence in whole or in
198 part from the full, faithful and proper performance of the employee’s duties of employment),
199 work stoppage, slowdown, walkout or other job action against the Township. The Union agrees
200 that such action would constitute a material breach of this Agreement. The Township agrees not
201 to lock out any employees.

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

205 **ARTICLE 6 – NON-DISCRIMINATION**

206
207 a) There shall be no discrimination by the Township or the Union against any
208 employee on account of race, color, creed, age, sex, national origin, or politician affiliation.

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

215

216 **ARTICLE 7 – SENIORITY**

217
218 a) Seniority shall be defined as an employee’s length of service with the Township
219 administration beginning with the employee’s date of hire after successful completion of his six
220 month probationary period.

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

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

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

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

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

238 g) Existing or anticipated job vacancies will be posted on bulletin boards in
239 accordance with Article 31 – JOB POSTING of this contract. Where a situation exists in which

240 an existing Township employee applies for a given position and has qualifications equal to the
241 application of a non-Township employee or another Township employee, seniority shall be the
242 determining factor in the selection of the applicant. All current employees shall have the right to
243 apply for any vacant or new positions. The senior most qualified applicant shall be hired or
244 promoted to fill vacancies.

245 When a vacancy occurs within the Utility Department it shall be first posted and filled
246 within that department. If no qualified applicant exists the vacancy may be filled from the rest of
247 the bargaining unit. If no existing employee posts for the job or has the required qualifications,
248 the vacancy may be filled from outside the bargaining unit.

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

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

253 j) Before any full time, bargaining unit member is laid off, all part time, temporary,
254 and seasonal employees must be laid off. The least senior employees in the following units shall
255 be laid off first. For layoff purposes the bargaining unit is divided into three (3) units: 1) Road
256 Department, Buildings and Grounds and Parks, 2) Monroe Township Utility Department, 3)
257 Vehicle Maintenance. There shall be no bumping rights between the three (3) units.

258 k) For the purposes of this Agreement, the Utility Department shall operate as its
259 own departmental entity and the current collective bargaining unit (the unit) shall continue
260 operating consistent with the current rules and practices.

261 l) In the event of a layoff in the Utility Department, departmental seniority will
262 prevail unless knowledge, experience and/or licensing is required. If there is a reduction in force

263 in the utility department, the layoff will be from the Utility Department. If there is a layoff in the
264 other departments, the reduction in force will be from the other departments. There shall be no
265 bumping between departments.

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

267
268 a) A newly appointed permanent employee shall be considered probationary for a
269 period of six months.

270 b) The purpose of said period of PROVISIONAL/PROBATIONARY
271 EMPLOYMENT is to enable the Township to evaluate the employee's work performance and
272 conduct in order to determine whether the employee merits permanent employment status and
273 also for the opportunity for the Township to review its needs for the staffing and to review its
274 final situation. If, at any time during or at the end of the PROVISIONAL/PROBATIONARY
275 EMPLOYMENT period, the conduct and/or performance of the employee is found to be
276 unsatisfactory by the Township, or the Township deems it does not need or cannot afford the
277 position, the Township may terminate the employee. The decision of the Township regarding the
278 termination of the employee shall not be subject to the Grievance Procedure.

279 **ARTICLE 9 – CALL BACK PAY**

280
281 a) Any full time employee in the Roads, Vehicle Maintenance, Building and Grounds
282 and Parks departments who are called back to work after completing the regular shift and has left
283 his place of work shall be guaranteed a minimum of four (4) hours work at time and one half.
284 The employee may opt to waive his four (4) hour compensation at time and one half if he elects
285 to leave work at the completion of the specific task he was called in for as opposed to staying
286 and completing additional tasks to fill the four (4) hour period. Supervisors shall have the

287 opportunity to request that employees invoking the four (4) hour minimum compensation at time
288 and one half stay and perform services within their job classification for that four (4) hour
289 period.

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

292 Call-out time will be considered any time worked when an employee must report back to
293 work after he/she has left the Department's premises for the day and until he reports back to
294 work for his regularly scheduled day. A minimum of 2 hours compensation at time and one half
295 will be paid for each time an employee is called in except when the calls overlap the 2 hour
296 minimum or when an employee is called in to start earlier in the morning. To further explain the
297 previous statements, please consider the following examples:

298 i) An employee is called out at 6:00 p.m. and returns home at 7:00 p.m. (The employee
299 will receive 2 hours compensation.) Now the employee is called out again at 7:30
300 p.m. and returns home at 9:00 p.m. (Since the 2 calls overlapped in the first 2 hours,
301 the employee receives 3 hours compensation, 2 for the minimum and 1 for the extra
302 hour, not 4 hours for 2 callouts.)
303

304 ii) An employee is called out at 6:00 p.m. and returns home at 7:00 p.m. (The employee
305 receives 2 hours compensation.) Now the employee is called out at 8:05 p.m. and
306 returns home at 9:00 p.m. (Since the second call-out came after the first 2 hours
307 period, the employee is entitled to 2 call outs or 4 hours compensation.)
308

309 iii) If an employee is called out early in the morning and the situation calls for him to
310 continue to work into his regular hours, his day will start at the time he was called
311 out. An example would be if he were called out at 7:00 a.m. and worked the rest of
312 the day, he would be entitled to 9 hours compensation not 2 hours because he was
313 called out plus 8 hours for his regularly scheduled hours. If an employee was called
314 out at 5:30 a.m. and returned home at 7:00 a.m. and then came in for his regularly
315 scheduled 8 hours, he would be entitled to 2 hours call out plus the regular hours.
316

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

320 c) Department of Public Works employees shall be required to work all hours in addition
321 to the four (4) hour minimum guarantee, which are required by the employee's supervisor.

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

324 e) If an employee is recalled to work during his/her vacation, employee shall receive his
325 hourly rate at time and one half. In addition, the employee shall have the entire vacation day
326 credited to his/her available vacation time for the applicable year. Employees should review the
327 vacation clause of this contract as it pertains to time frames during which vacations must be
328 taken.

329 **ARTICLE 10 – HOURS OF WORK & OVERTIME**

330
331 a) For full-time employees a work week is defined as forty (40) hours per week,
332 eight (8) hours per day, Monday through Friday the hours of work for the Department of Public
333 Works, including Roads, Vehicle Maintenance, Parks and Buildings and Grounds are 7:00 – 3:15
334 pm (see addendum signed 1/30/2015). Buildings and Grounds night shift is 3:00 pm – 11:00 pm.
335 The Union and the Employer agree that for purposes of efficiency the supervisor or his or her
336 designee can direct employees to work through lunch and be released early from work with the
337 employee's consent. In lieu of the lunch break the clock out time will be 2:30.

338 The hours for the MTUD are 7:00 am – 3:30 pm. The current hours of work shall not be
339 adjusted without mutual consent of the Township and the Union.

340 b) An employee will be afforded a clean up period as needed before the lunch period
341 begins, as has been past practice. The night shift will take their lunch pursuant to current
342 practice. Any other changes in the lunch period require mutual consent.

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

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

347 2) Any work performed on Sunday shall automatically be paid at two (2x)
348 times the Employee's regular rate of pay. Any permanent employee (part time and full time)
349 required to work on a holiday shall be compensated their regularly scheduled hours as holiday
350 pay plus double time (2X). In the case of full time employees their normal seven point five
351 (7.5) or eight (8) hours per day, in the case of permanent part timers; whatever their regularly
352 scheduled hours of work would have been for that day. For time over their regularly scheduled
353 hours on a holiday the employee will continue to be compensated at triple (3X) time on an
354 hourly basis."

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

361 4) Any employee who works overtime after their regular shift and is released
362 from duty with less than eight (8) hours off before the start of their regular shift shall be entitled
363 to eight hours off before reporting for duty without loss of pay. The employee shall report for
364 duty for the remainder of their shift at straight time. Any employee remaining on the job shall
365 continue to receive double time.

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

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

370 d) Overtime and Lunch Money

371 1/1/2019-\$13.25 1/1/2020-\$13.50 1/1/2021-\$13.75 1/1/2022-\$14.00

372 e) An employee who works his regular shift and then must go on overtime shall be
373 entitled to one half (1/2) hour lunch period with no loss of pay, plus the meal allowance. Every
374 four (4) hours thereafter, he shall be entitled to another one half (1/2) hour lunch period, plus the
375 meal allowance spelled out above, payable by Municipal Voucher through the Requisition
376 process. All employees including those that work a schedule less than those hours specified
377 above shall be compensated at time and one half (1 ½) for work performed on Saturday.

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

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

385 g) The approval of the Department Head, or his designee, must be obtained prior to
386 working overtime.

387 h) Overtime shall be rotated to ensure that both senior, middle range and new
388 employees share equally in available overtime hours in keeping with their qualifications to

389 perform the assigned task. The employer shall maintain a list of employees by seniority. Initial
390 distribution of available overtime hours shall begin with the most senior personnel qualified to
391 perform the assigned task and shall be rotated down the list for all subsequent assignments. The
392 employer shall also maintain a log of their overtime assignments including the employees they
393 have requested to work overtime and their refusal of same, if that is the case. The intent of
394 rotation of overtime assignments is to ensure that all employees, regardless of seniority, have
395 ample opportunity to benefit from available overtime income.

396 **ARTICLE 11 – HOLIDAYS**

397
398 a) Effective January 1, 2006 the Township will designate thirteen (13) paid holidays as
399 follows:

400	New Year's Day	Labor Day
401	Martin Luther King Day	Columbus Day
402	Presidents' Day	General Election Day
403	Veteran's Day	Thanksgiving Day
404	Good Friday	Day after Thanksgiving
405	Memorial Day	Christmas Day
406	Fourth of July	*

407
408 *The day after Christmas will be designated as a paid holiday when Christmas falls on a
409 Thursday, therefore resulting in fourteen (14) paid holidays for that year.

410 In addition to the above listed paid holidays, employees will receive two (2) additional
411 "Floating Holidays" to be used at the Employee's discretion, for religious holiday, employee's
412 birthday, vacation etc.b) Employees may choose to work one of these floating holidays at
413 premium pay. For example, if an employee chooses February 14th as their Floating Holiday and
414 works that day they shall be entitled to holiday premium pay for that day. The floating holiday
415 shall be utilized at the employee's discretion. However, the selection of the day off is subject to

416 the approval of the Department Head with at least 48 hours' notice. Approval shall not be
417 unreasonably withheld.

418 **ARTICLE 12 – VACATIONS**

419	Months and year of service	Number of days
420	<u>Based on Actual starting date</u>	<u>Vacation/year</u>
421	0 to end of first (1st) year	12 days
422	2 to end of second (2nd) year	14 days
423	3 to end of fifth (5th) year	16 days
424	6 to end of ninth (9th) year	20 days
425	10 to end of fourteenth (14th) year	23 days
426	15 to end of twentieth (20th) year	26 days
427	21 years or more	28 days
428		

429 a) Vacations shall be scheduled by the Supervisor, throughout the year, in keeping
430 with considerations related to seniority, work load and good staffing practices to insure efficient
431 operation of their offices. Employees shall have the right to carry one years' worth of vacation
432 over from one year to the next year and must use it in the second year.

433 Vacation is pro-rated in the first year of employment. After the first year of employment
434 employees are credited on January 1st with their expected vacation allotment for the year. If an
435 employee is expected to receive an increase in their vacation, the vacation increase is credited on
436 January 1st preceding the employee's anniversary.

437 b) Utility Department employees can schedule vacation at any time of the year with
438 management approval while recognizing the limitations in the corresponding SOP.

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

441 d) Vacation leave may be taken in one hour increments.

442 e) For permanent part-time employees the amount of vacation is prorated based on
443 the employee's regularly scheduled hours of work (refer to Article 42,)

444 **ARTICLE 13 – REST PERIODS**

445
446 a) Employees within this bargaining unit may take a rest period of not more than
447 fifteen (15) minutes for each half day at a time scheduled by the supervisor. A rest period may
448 not be used to cover an employee’s late arrival to work or early departure, nor may it be regarded
449 as cumulative if not taken. During snow removal operations, employees shall be entitled to a
450 twenty (20) minute rest period for each half day of work.

451 b) Rest periods must be taken by the employee and provided by the employer during
452 the course of the periods specified by the employee’s supervisor in the morning and afternoon of
453 the work day, subject to the addendum attached hereto.

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

456 **ARTICLE 14– PERSONAL DAYS AND COMPENSATORY TIME**

457 1. Personal Days

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

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

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

466

467

468 2. Compensatory Time (CTO)

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

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

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

474 3. CTO may not be banked or cashed out. It must be taken in the month after which it is
475 earned.

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

480 **ARTICLE 15 - SICK LEAVE**

481 a) Full Time Township employees are entitled to thirteen (13) sick days per year.
482
483 New employees will accrue sick leave time in accordance with the contract formula but will not
484 be entitled to sick leave benefits during their initial sixty (60) days of provisional employment.
485 There is no limit on the number of sick days which may be accumulated from one year to the
486 next.

487 b) "Sick Leave" means paid leave that may be granted to each full time Township
488 employee who, through bona fide sickness or injury becomes incapacitated to a degree that
489 makes it impossible for him to perform the duties of his position or who is quarantined by a
490 physician because he has been exposed to a contagious disease.

491 c) Part-time employee is one who works less than thirty (30) hours per week.
492 Temporary employee is one who fills a vacancy not to exceed 6 months and for which the
493 termination date is part of the employment agreement. Permanent part-time employees are
494 eligible for sick leave on a pro-rated basis per Article 42. Part-time employees who are not
495 eligible for sick leave under the aforementioned provisions are eligible to accrue sick leave
496 pursuant to the NJ Sick Leave Act.

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

503 1.) Part timers see Article 42.

504 e) Full time employees shall be credited with thirteen (13) days of sick leave per
505 year for the period of this contract on January 1st of each year. New employees will accrue sick
506 leave time on the basis of one point zero eight (1.08) day per month of actual service based on
507 actual starting dates but will not be entitled to sick leave benefits during their initial sixty (60)
508 calendar days of provisional employment. There is no limit on the number of sick days which
509 may be carried forward from one year to the next.

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

- 514 g) Sick leave may be taken in one hour increments.
515 h) An employee may donate his/her unused banked sick days from one employee to
516 another.

517 **ARTICLE 16 – PAYMENT OF ACCUMULATED SICK LEAVE**

518
519 At retirement, an employee will be paid fifty percent (50%) of his/her accumulated sick
520 leave up to a maximum of \$15,000. Payment will be made at the rate of pay during the year in
521 which the employee retired. . Any benefits conferred under the provision of this paragraph apply
522 prospectively only, and accrue as of January 1, 1977. In order to reap the benefits of this
523 paragraph, an employee must provide his employer with one year’s prior notice of his intention
524 to retire. The rules and regulations regarding retirement shall be consistent with those
525 established by the Public Employee Retirement System.

526 **ARTICLE 17 – EXTENDED SICK LEAVE**

- 527 a) Before becoming eligible for extended sick leave, an employee must have a
528 minimum of five (5) days in their sick leave bank. If the employee does not have the minimum
529 time, there will be a 10-day waiting period before becoming eligible for extended sick leave.
530 An employee may use personal or vacation time during this 10-day period. Prior to the start of
531 extended sick leave, an employee is required to utilize all sick time accumulated and allotted for
532 the calendar year.
- 533 b) At the start of the employee’s fifth (5th) year of employment the employee will
534 become eligible for extended sick leave. In the event of a debilitating sickness and/or injury on
535 or off the job, the Township will provide a program which will guarantee an employee (his or her
536 net pay for a period of up to ninety (90) calendar days. No employee with between five and eight

537 years of service shall receive more than ninety (90) calendar days of extended sick leave in any
538 rolling 12-month period.

539 c) At the start of an employee's 9th year, after exhausting the ninety (90) days (as
540 outlined in section a) above) an employee may request up to an additional ninety (90) calendar
541 days of extended sick leave. No employee with nine (9) years or more of service shall receive
542 more than one-hundred eighty (180) calendar days of extended sick leave in any rolling 12-
543 month period.

544 d) If an employee is on ESL at the end of one calendar year through the beginning of
545 the subsequent calendar year, that employee will remain on ESL and not have their new calendar
546 year sick leave bank charged. Upon returning from ESL in the new calendar year the employee
547 will be credited with their 13 sick days upon their return to work.

548 An employee who returns to work under the circumstances above, has not used all of
549 their ESL, and is credited with their new year's sick leave bank will be required to use that sick
550 leave bank if they need to go out on another ESL within the rolling 12-month period.

551 Example: John has less than 9 years of service. John goes on ESL December 1, 2019 and
552 returns on February 1, 2020. Upon his return on February 1st, John will be eligible for his 2020
553 bank of thirteen (13) day sick days. On April 15, 2020 John needs to utilize ESL again for 30
554 calendar days, John will be required to utilize his sick leave bank before being eligible for ESL.

555 e) If an employee has already used up their sick leave bank, as a result of a previous
556 extended sick leave that began in the same calendar year and needs to go on extended sick leave
557 again there shall be no ten (10) day waiting period and no new bank will be necessary within the
558 same calendar year.

559 f) There will be no limit on the number of leaves in a rolling 12-month period,
560 provided the total extended sick leave does not exceed 180 calendar days in a rolling 12-month
561 period commencing with the start of ESL for those employees with nine (9) plus years of service,
562 and 90 calendar days for employees with between 5 and the end of their 8th year of service.

563 An employee who exhausts their sick bank, as a result of an extended sick leave event,
564 and returns to work shall be entitled to use their personal or vacation time if they need to take a
565 sick day during the remainder of the calendar year. In a situation where management believes
566 there is an abuse in the exercise of this provision, management may require a doctor's note.

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

571 g) Extended sick leave benefits under this Article will commence upon presentation
572 to the appropriate Municipal Official a certification from his or her physician of the debilitation.
573 Further, the employee shall render themselves available for examination by a physician selected
574 by the Township. Both physicians must certify the employee's inability to return to work. In the
575 event that it is determined that an employee would not be able to return to work on a permanent
576 basis, the extended sick leave provisions herein will not apply.

577 h) It shall be the responsibility of any employee receiving consideration under the
578 extended sick leave benefits of this contract to explore and determine whether they are entitled to
579 any compensation related to disability, worker's compensation or social security benefits in
580 connection with their injury and/or sickness. If the employee is entitled to these benefits, they
581 shall pursue them accordingly. Any benefits or awards received for the period that the employee

582 is under the extended sick leave portion of this contract, shall be returned to the Township
583 Treasurer to the extent employee has received extended sick leave payments from the Township.

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

587 **ARTICLE 18 – MATERNITY LEAVE**

588

589 a) Granted to full time employees.

590 b) Not later than the fourth month, the staff member shall notify the Division of
591 Health & Human Resources in writing of the condition of pregnancy. Upon notifying the
592 Division of Health & Human Resources , the employee shall let it be known as to plans of
593 continuing employment or taking leave of absence not to exceed ninety days unless prevented
594 from so doing for medical reasons. Notification of pregnancy shall be required from her
595 physician giving the date and her ability to continue her normal duties. She shall give the
596 Division of Health & Human Resources a certificate from her physician monthly certifying her
597 ability to continue working.

598 1. Paid Leave – Sixty (60) consecutive calendar days to include before and after
599 delivery as determined by the employee. (For example: If an employee desires to utilize this
600 paid leave from one month before expected delivery until 1 month after delivery.) If an employee
601 has chosen to utilize their NJ FLI benefit, then paid Maternity Leave may be used immediately
602 after the FLI

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

606 c) Job to be held open for 6 months.
607 The individual shall be placed at the same position on the salary schedule that she
608 would have attained had she been employed by the Township during such period.

609 **ARTICLE 19 – BEREAVEMENT LEAVE**

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

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

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

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

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

625 f) In the event of the death of any employee’s brother-in-law, sister-in law,
626 daughter-in-law, son-in-law, niece, nephew, grandfather and grandmother-in-law the employee
627 shall be granted time off without loss of pay from the day of the death or the day of the funeral,
628 but in no event shall such leave exceed three (3) calendar days.
629

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

632 **ARTICLE 20 – JURY LEAVE**

633 Any employee covered by this agreement who is required to serve on a jury, shall be
634 granted a leave of absence with pay to serve on said jury. During the time that he is serving on
635 said jury, the employee shall receive his full pay from the Township.
636

637 **ARTICLE 21 – MILITARY LEAVE**

638 a) Any full time employee covered by this agreement that is a member of the United
639 States Reserves, or a State National Guard, or any division of the armed services, and is required
640 to engage in annual active duty training, shall be granted a leave of absence in accordance with
641 applicable State Law. The employee shall be entitled to be paid the difference between his
642 regular Township salary and his military pay if the military pay is less than his regular gross
643 Township pay for the period of military leave.
644

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

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

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

653 **ARTICLE 22 – CONVENTION LEAVES**

654
655 a) An employee of the Township who is a duly authorized delegate of the Local
656 Union may apply for a leave of absence to attend the International Convention, conferences and
657 educational classes. Said leave of absence shall not exceed five (5) days for any employee in any
658 calendar year, nor shall the number of people so authorized exceed two (2) in number. The
659 employee receiving leave of absence to attend Union conferences as above described, shall be
660 entitled to be paid his or her wages during said leave, except that he shall not be paid for more
661 than five (5) days per year.

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

664 c) 1. The total number of working days to be used shall not exceed ten (10) in
665 any calendar year.

666 2. Two (2) representatives from DPW and two (2) representatives from
667 MTUD as determined by the Union shall be allowed to attend conferences. When possible the
668 Union will provide thirty (30) days' notice to the Employer.

669 **ARTICLE 23 – NON-PAID LEAVES OF ABSENCE**

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

674 b) All other leaves of absence without pay shall be at the discretion of the Township.

675 c) Employees returning from authorized leaves of absence as set forth will be
676 restored to their original classification at the then appropriate rate of pay, with no loss of

677 seniority, or other employee rights, privileges, or benefits, provided however, that sick leave and
678 vacation leave and longevity credits shall not accrue with exception of those on military leave.

679 **ARTICLE 24 – UNION REPRESENTATIVES**

680
681 a) The Township recognizes and shall deal with the accredited Union Shop Steward
682 or Assistant Shop Steward in all matters relating to grievances and interpretation of this
683 agreement.

684 b) A written list of Shop Steward and Assistant Shop Steward shall be furnished to
685 the employer immediately after their designation and the Union shall notify the employer
686 promptly of any changes of such union stewards.

687 c) The Township agrees to recognize a maximum of one (1) Shop Steward and one
688 (1) Assistant Shop Steward and at least one (1) Shop Steward and one (1) Assistant Shop
689 Steward for the Utility Department selected by the Union. These individuals shall be granted a
690 reasonable amount of time during regular working hours, without loss of pay, to present, discuss,
691 and adjust grievances with the Township. Neither a Steward nor an Assistant Shop Steward shall
692 leave their work without first obtaining the permission of their division head, which permission
693 shall not be unreasonably withheld.

694 **ARTICLE 25 – BULLETIN BOARDS**

695
696 A section of each bulletin board shall be provided by the Township Administration for
697 union information. Nothing shall be posted on the bulletin board without prior approval of the
698 Business Administrator and the union agrees that it will not post anything of a derogatory nature
699 to the employer or information which would incite or provoke job action.

700 **ARTICLE 26 – HEALTH & WELFARE BENEFITS**

701
702 a) 1. Effective January 1, 2019 the health benefits plan for eligible employees and their
703 dependents shall be the Horizon Direct Access plan and Omnia 10. The Summary Plan
704 Descriptions (“SPD”) are attached hereto and the full SPD’s are incorporated by reference.

705 2. Effective January 1, 2019 the following co-pays will be in effect:

706 Emergency room co-pay: \$100.00, waive if admitted.
707 Urgent Care co-pay: \$10.00.
708 PCP/Specialist co-pay: \$15.00 and \$25.00 respective
709

710 Rx co-pays shall be:

711 Generic \$7.00
712 Preferred \$25.00
713 Non-preferred \$50.00
714 (2x for 90 day mail order)

715 3. All employees hired on or after January 1, 2019 shall enroll in the OMNIA 10 plan. All
716 other employees shall have the option to enroll in OMNIA 10. Employees hired prior to January
717 1, 2019 shall be eligible to enroll in any plan during open enrollment or upon loss of insurance
718 from alternate source. All employees enrolled in OMNIA 10 will receive the Township
719 sponsored HRA.

720 4. Chiropractic is included in the major medical plan and can only be utilized through
721 medical plan. No separate plan included

722 5. Employees selecting Omnia will receive a Health Reimbursement Account (HRA) by
723 the Township. The Township will contribute each year the following:

724 Single \$500, P&C or H&W \$750, Family - \$1500

725 The HRA shall be equal to or better than the HRA in effect on 1-1-19, and shall include
726 at least the following details:

- 727 1. Be a “comprehensive plan” providing the same benefits as FSA eligible
 728 expenses
- 729 2. HRA debit card
- 730 3. 100% balance rollover
- 731 6. Chapter 78 cost sharing continues during the term of the contract.

732 Health benefits eligibility shall begin the first of the month in which the 90th day of full-
 733 time employment occurs. Coverage ceases at the end of the month in which employment
 734 terminates.

735 Domestic Partners

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

- 739 2. Township of Monroe Dental Service Plan as follows:

740 The following Dental Program is based upon the usual Customary and Reasonable Fee
 741 concept.

742	Benefits:	Preventive & Diagnostic	100%
743		Remaining Basic Benefits	80/20
744		Crowns & Gold Restoration	50/50
745		Prosthodontic Services	50/50
746			

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

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

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

753 Orthodontic Co-Payment 50/50

754

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

756

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

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

765 5. a) Effective January 1, 1993 retirees with twenty five (25) years or more of service
766 and spouse will be covered by hospitalization/prescription. Retirees, spouse and dependent
767 children up to age twenty-six (26) will also be covered. Also employees, spouses and dependent
768 children up to the age of twenty six (26) who must retire on disability will also be covered.
769 Dependent coverage up to age twenty-six (26) will be extended to retirees (if insurer mandates
770 college student exemption, then this restriction would apply). Pursuant and subject to current
771 New Jersey statute any retiree with greater than twenty-five (25) years of service who reached
772 their 20th year of pension service credit before the expiration of the collective bargaining
773 agreement which expired on December 31, 2014 shall not contribute to the cost of medical
774 premiums in retirement except where required by law (1.5% or 100% paid)

775 b) Retirees and/or their dependents shall be reimbursed for Medicare Part B at the
776 standard Medicare premium as determined by the Federal government. The Township shall only
777 reimburse for the base premium per month for Medicare Part B.

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

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

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

789 7. a) Opt out payments will be provided pursuant to NJ State law.

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

792 9. The employees shall contribute towards the premium for health insurance as required
793 by applicable law. The Township shall continue to work with all of the bargaining units and the
794 Township's health benefits consultant to seek further premium cost reductions which are
795 mutually agreeable between the Union and the Township. Union requested information will
796 continue to be provided by the Township.

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

798 **ARTICLE 27 – RULES AND REGULATIONS**

799
800 The Township shall establish a POLICY PROCEDURES MANUAL which shall be
801 equitably applied and enforced. Copies of the POLICY AND PROCEDURES MANUAL shall
802 be distributed to all employees covered by this Agreement and to the Union. In the event, any
803 changes made in the POLICY AND PROCEDURES MANUAL conflict with matters affecting
804 this Agreement the terms of this agreement shall prevail.

805 **ARTICLE 28 – ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS**

806
807 a) An employee shall within three (3) working days of a written request to the
808 Division of Health & Human Resources, during the term of this agreement, have an opportunity
809 to review their personnel file, in the presence of an appropriate official of the Division of Health
810 & Human Resources , to examine any criticism, commendation or evaluation of their work
811 performance or conduct prepared by the Township. The employee shall be allowed to place in
812 such file a response of reasonable length to anything contained therein.

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

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

821

822

823 **ARTICLE 29 – SAVINGS CLAUSE**

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

830 **ARTICLE 30 – DISCIPLINE AND DISCHARGE**

- 831
- 832 a) An employee may be disciplined, suspended or discharged only for a just cause.
- 833 b) An employee who loses their CDL, which that CDL is a requirement of their job
834 function, and is unable to perform their job, shall receive a 17% reduction in their rate of pay for
835 the period of time their license is revoked. In addition, those employees will have no driving
836 privileges.
- 837 b) Discharge cases may be processed at the third step of the Grievance Procedure.
- 838 c) Any verbal reprimand more than twelve (12) months old shall be removed from
839 an employee's personal file provided no similar violations have occurred within the same 12
840 month period.

841 **ARTICLE 31 – JOB POSTING**

- 842
- 843 a) Existing or planned job vacancies will be posted for 14 calendar days on the
844 bulletin boards. The posting will include:
- 845 1: a description of the job
846 2: qualifications required
847 3: location of the vacancy
848 4: procedures to be followed by employees interested in making
849 application.

850
851 b) Jobs vacated in an Union position shall be posted and filled within thirty (30) days
852 and shall be filled from bargaining unit employees when qualified applicants apply.

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

854 Employees temporarily assigned to higher titles will receive the pay for the higher title
855
856 for all days so assigned when such assignment takes place. Assignments to a higher title can only
857 be made through the approval of the Supervisor. This provision shall not be invoked when such
858 coverage is required to provide staffing and services required to accommodate vacation periods.

859 **ARTICLE 33 – SAFETY AND HEALTH**

860 The Employer and the Union shall each designate a Safety Committee member. It shall
861
862 be their joint responsibility to investigate and correct unsafe and unhealthful conditions. They
863 shall meet periodically as necessary to review conditions in general and to make
864 recommendation to either or both parties when appropriate. The Safety Committee member
865 representing the Union shall be permitted reasonable opportunity to visit work locations
866 throughout the Employer’s facilities for the purpose of investigating safety and health conditions
867 during working hours with no loss of pay.

868 **ARTICLE 34 –LABOR MANAGEMENT COMMITTEE**

869 The Employer and the Union have recognized that cooperation between management and
870
871 labor is indispensable to the accomplishment of sound and harmonious labor relations, shall
872 jointly maintain and support a Labor-Management Committee.

873

874

875 **ARTICLE 35 – FULLY BARGAINED PROVISION**

876
877 The parties agree that they have fully bargained and agreed upon all terms and conditions
878 of employment and that this agreement represents and incorporates the complete and final
879 understanding and settlement by the parties of all bargainable issues which were or could have
880 been the subject of negotiations.

881 **ARTICLE 36 – SALARIES**

882
883 a) The salaries to be paid to employees in various job classifications covered by this
884 agreement shall be increased by the following amounts:

885	1/1/2019-	\$500 + 2.5%
886	1/1/2020-	\$500 + 2.5%
887	1/1/2021-	\$500 + 2.5%
888	1/1/2022-	\$500 + 2.5%

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

890
891 The permanent part time hourly wage schedule will increase \$.26/hr plus 2.5% effective
892 on 1/1/19, 1/1/20, 1/1/21 and 1/1/22 respectively, and are attached in Appendix “A”.

893 b) **Skilled Work**

894 1. Skilled Work shall include, but not be limited to, paving, all curb work, sidewalks,
895 drainage, catch basin repair, plumbing, and carpentry.

896 2. Equipment operators, black top machine driver, left and right operators and roller
897 operator shall be compensated as follows:

898 At the rate of mason or welder rates during the hours of black topping.

899 All other members of paving crew shall be compensated at time and one half (1 ½) their
900 normal hourly rate.

901 3, Set up pay-General Foremen only -will receive two (2) hours straight time pay.

902 4, Effective 1/1/08, Road Department Foremen shall be eligible for the premium pay for
903 the actual time performing the job

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

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

907 Laborers: Shall receive time and one-half

908 **C) Mechanics**

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

911 Mechanic 2019 - \$925.00

912 Mechanic's Helper \$500.00 per year

913 **d) CDL LICENSE:**

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

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

918 f) CDL reimbursement shall be for the CDL portion of the license only.

919 g) MTUD shift differential - \$3.00 per hour for modified schedule. \$3.50 per hour
920 for overnight shift (when/if implemented).

921 h) On Call – Employees on call in the MTUD shall receive \$20.00 per day.
922 Effective January 1, 2017 the on call shall increase to \$25.00 per day.

923 i) MTUD License stipends – Each T1, W1, C1 \$250.00 annually.
924 Each T2, W2, C2 \$500 annually.

925 Each T3, W3, C3 \$1,000.00 annually.

926 Each T4, \$1,500.00 annually

927 Stipends will be paid April 1st.

928 Employees will also be reimbursed the cost of each license renewal on an annual
929 basis. This reimbursement will be made in September. Proof of license renewal must be
930 provided at time of reimbursement.

931 **ARTICLE 37 – TERMINATION**

932
933 a) This Agreement shall be effective as of January 1, 2019 and shall remain in full
934 force and effective until December 31, 2022.

935 The Union shall submit, in writing, its demand for collective negotiations with the
936 Township no later than September 1st of the calendar year proceeding the expiration period of the
937 existing Agreement. The parties agree to commence negotiations at reasonable times thereafter
938 to negotiate in accordance with Chapter 303 Public Laws of 1968 and its successors.

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

941 **ARTICLE 38 – WORK UNIFORM PROGRAM**

942
943 a) The Township will provide an annual uniform/clothing allowance as follows:

944 1/1/2019-\$975.00 1/1/2020-\$1025.00 1/1/2021-\$1075.00 1/1/2022-\$1125.00

945 The uniform/clothing allowance will be paid no later than the last pay period in April.
946 There shall be no change in the clothing currently provided by the Township as per the uniform
947 memorandum which shall be attached to this Agreement, except that in 2008 employees must
948 purchase raingear.

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

955 **ARTICLE 39 – LONGEVITY**

956
957 a) The Township will provide longevity compensation as follows:

958	b)	Beginning of	5 yrs	5.0%
959			10 yrs	6.0%
960			15 yrs	7.0%
961			20 yrs	8%
962			25 yrs	11%

963
964 Upon the signing of this agreement, each covered full time employee with ten (10) or
965 more years of service with the Township of Monroe may, at his discretion, opt to have his
966 longevity included into his annual base salary. Those employees wishing to exercise this option,
967 must submit a written request to the Treasurer no later than the first week in December prior to
968 January 1st of the year for which the request is written.

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

974 b) For computation purposes, beginning of service shall be considered as January 1
975 of the subject year for all full time employees beginning service between January 1 of the subject

976 year for all full time employees beginning service between July 1 of the subject year and
977 December 31 of that year.

978 c) No new employees hired after January 1, 2015 will receive longevity.

979 **ARTICLE 40 – GRIEVANCE PROCEDURE**

980
981 Definition – Any grievance or dispute which may arise between the parties involving the
982 application, meaning or interpretation of this agreement.

983 Prior to filing a written grievance, the parties will make every effort to resolve the matter
984 informally through discussions with the employee and their supervisor/department head.

985 **PROCEDURE**

986 **Step 1 – Within the Department**

987 Within five (5) business days of the time a grievance arises or within five (5) business
988 days of the date when the grievant shall know of its occurrence, the employee either directly or
989 accompanied by a steward will present the grievance in writing to the Department Head. Within
990 three (3) working days after presentation of the grievance, the Department Head will render a
991 written decision to the employee and the Steward.

992 **Step 2 – Division of Health and Human Resources_** Within five (5) business days of
993 written answer from the Department Head, if the grievance is not resolved, the employee shall
994 file a written grievance to the Division of Health and Human Resources outlining the employee's
995 exceptions to the Department Head's decision. The Division of Health and Human Resources
996 will arrange a meeting with the employee and the Local Union Shop Steward not later than five
997 (5) working days towards the end of attempting to resolve the grievance. The Division of Health
998 and Human Resources shall give written answer to the employee and Shop Steward not later than
999 five (5) working days.

1000 **Step 3 – Business Administrator**

1001 Within ten (10) business days of the written answer, if the grievance is not resolved, it
1002 shall be filed with the Business Administrator noting all exceptions to previous decisions. The
1003 Business Administrator will arrange a meeting at a mutually agreeable time and place not later
1004 than ten (10) working days after receipt of a written grievance.

1005 The aggrieved party, the Shop Steward, and the Union’s Business Representative shall be
1006 entitled to be present at the meeting. The Business Administrator shall give a written answer to
1007 the grievance of the employee and the union within ten (10) working days after the meeting, or
1008 within such additional period of time that may be mutually agreed upon.

1009 A group grievance, one that may affect a group of employees, may be presented by the
1010 Union at Step 3. Any grievance not processed to the next Step in Grievance Procedure within the
1011 time limits provided for such proceeding shall be deemed to have been waived and abandoned by
1012 the moving party.

1013 **ARTICLE 41 – ARBITRATION**

1014 If the grievance procedure set forth in Article 40 does not result in a satisfactory
1015 determination, arbitration may be requested upon completion of the procedures set forth under
1016 Article 40.
1017 Article 40.

1018 The request for arbitration shall be by written notice to the New Jersey Public
1019 Employment Relations Commission (PERC) within twenty (20) business days of the denial of
1020 the grievance. The arbitrator shall be selected by the Employer and the Union from a list of
1021 arbitrators supplied by PERC according to established rules and procedures. The Employer and
1022 the Union shall agree to comply with the rules and regulations of PERC.

1023 The decision of the arbitrator shall be binding on the parties, and the arbitrator shall be
1024 requested to issue his decision within thirty (30) calendar days after the conclusion of testimony
1025 and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally
1026 by the Employer and the Union. If either party desires a verbatim record of the proceedings, it
1027 may cause such a record to be made, provided it pays for the record and makes copies available,
1028 without charge, to the other party and to the arbitrator.

1029 The arbitrator's function is to interpret the provision of the Agreement and to decide
1030 cases of alleged violation of such provisions. The arbitrator shall not supplement, enlarge, or
1031 alter the scope or meaning of the Agreement or any provision therein, not entertain jurisdiction
1032 of any subject matter not covered by the Agreement.

1033 **ARTICLE 42 – PERMANENT PART TIME EMPLOYEES**

1034	Less than 30 hours/week	Less than 20 hours/week
1035	<u>excluded from:</u>	<u>excluded from:</u>
1036	Health Benefits	Health Benefits
1037	Life Insurance	Life Insurance
1038	Personal Days	Personal Days
1039	Longevity	Longevity
1040		And any other benefits

1041 **20 to 29 hours/week entitled to:**
1042 Pro-rated Sick Leave
1043 Pro-rated Holidays
1044 Pro-rated Vacation

1045 **ARTICLE 43 – EDUCATION BENEFITS**

1046
1047 a) The Township encourages the exploration of relevant training programs and will
1048 consider payment of reasonable cost for enrollment in seminars and training courses related to an
1049 employee's area of services to the Township. Consideration of payment by the Township will
1050 require that the employee explore available courses to be offered and discuss these programs and
1051 costs with their supervisor to ensure that the appropriate budget considerations are made to allow

1052 for these expenses. No employee shall be entitled to consideration of payment for course cost
1053 unless they have received the written consent of their Division and Department Head.

1054 b) The Employer and the Union will create a Union Management Committee to
1055 establish a scholarship committee to award on a random basis four (4) five (\$500.00) hundred
1056 dollar scholarships per year to replace the Local 911 Educational Fund.

1057 **ARTICLE 44 – WEATHER EMERGENCY/DECLARED HOLIDAYS**

1058 Should the Mayor and Council declare a weather emergency or holiday and, as a result,
1059 the employees in the Town Hall are sent home, then the employees shall start to be paid premium
1060 overtime pay at double time (2X) plus their regular rate of pay for the rest of the hours they are
1061 scheduled to work on that day.

1062 Premium pay for delayed opening will only be paid for the amount of hours the
1063 Administration Building is closed, regardless of the shift. In the event that the Administration
1064 Building is closed for the full day premium pay will be paid at eight (8) hours, regardless of shift.

1066 **ARTICLE 45 – DURATION OF AGREEMENT**

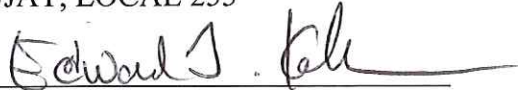
1067 This agreement shall become effective January 1, 2019 and shall continue in full force
1068 and effect until December 31, 2022. This agreement shall automatically renew itself from year
1069 to year thereafter, unless either of the parties is given notice in writing at least sixty (60) days
1070 prior to the expiration date to change, modify or terminate this agreement. In such cases the
1071 parties shall endeavor to negotiate a new contract within sixty (60) days prior to the expiration of
1072 this Agreement.

1073 IN WITNESS WHEREOF, the parties have entered into this Agreement and caused same
1074 to be executed by its respective officers or agents this 16th day of December,
1075 2019.

1076
1077 TOWNSHIP OF MONROE

UNITED SERVICE WORKERS UNION,
IUJAT, LOCAL 255

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1079 

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1085 LOCAL 255 UNION NEGOTIATING COMMITTEE

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1095
1096 Rates above reflect the inclusion of the CDL A and/or B stipend into the base wage.
1097 Therefore the contract language regarding CDL stipends will be deleted from the agreement.
1098

1099 A step advancement upon attaining new CDL classification shall be effective the next
1100 payroll following the Department Head's receipt of proof of license.
1101

1102 Promotion from Truck Driver Step 4 with Class A CDL and tanker endorsement, will
1103 advance to Road Equipment Operator Step 2. Advancement to Step 4 requires CDLA and
1104 Tanker Endorsement.
1105

1106 Laborers must have CDL Class B before advancing to Step 2, and will advance through
1107 all four steps and demonstrate proficiency in all vehicles requiring Class B before advancing to
1108 Truck Driver Step 1.
1109

1110 Truck Driver – The advancement to Step 4 is contingent upon having a Class A license
1111 and demonstrated proficiency in all Class A and B vehicles including roll-off.
1112

1113 Any building maintenance workers with four (4) years of service shall move to Step 1 Sr.
1114 Building Maintenance Workers.
1115

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

Pursuant to discussions between the parties regarding certain issues the parties agree to the following effective April 1, 2011 and further clarified on January 1, 2019.

1. The Recycling Yard will be staffed by three (3) bargaining unit employees on Saturday.

Appendix A - Salary and Wages

POSITION	2019	2019	2019	2019	2020	2020	2020	
	Step 1	Step 2	Step 3	Step 4	Step 1	Step 2	Step 3	
Asst. General Forman	\$79,704	\$84,394	\$89,363	\$94,636	\$82,209	\$87,016	\$92,110	\$97,514
Bldg. & Grounds Forman	\$54,000	\$57,819	\$60,631	\$63,586	\$55,863	\$59,777	\$62,659	\$65,688
Bldg. Maintenance Worker	\$42,321	\$44,708	\$46,493	\$48,743	\$43,892	\$46,338	\$48,168	\$50,474
Senior Equipment Operator	\$0	\$0	\$68,625	\$71,920	\$0	\$0	\$70,853	\$74,231
Road Equipment Operator	\$54,434	\$57,592	\$62,662	\$66,016	\$56,307	\$59,544	\$64,741	\$68,179
Parks Equipment Operator	\$47,287	\$51,575	\$54,434	\$60,278	\$48,982	\$53,377	\$56,307	\$62,297
DPW Clerk Dispatcher	\$42,696	\$45,333	\$47,968	\$50,606	\$44,276	\$46,979	\$49,680	\$52,384
Sign Technician/Info Tech	\$51,925	\$54,561	\$57,197	\$62,470	\$53,736	\$56,438	\$59,139	\$64,544
General Forman	\$84,827	\$88,843	\$94,095	\$99,646	\$87,460	\$91,577	\$96,960	\$102,650
Truck Driver	\$49,091	\$51,523	\$54,071	\$57,036	\$50,831	\$53,324	\$55,935	\$58,974
Truck Driver/Parks	\$44,708	\$46,865	\$49,134	\$51,510	\$46,338	\$48,549	\$50,875	\$53,310
Laborer	\$42,321	\$44,708	\$46,493	\$48,743	\$43,892	\$46,338	\$48,168	\$50,474
Mechanic	\$59,225	\$62,019	\$64,977	\$68,063	\$61,218	\$64,082	\$67,114	\$70,277
Mechanic's Helper	\$42,321	\$44,708	\$46,493	\$48,743	\$43,892	\$46,338	\$48,168	\$50,474
Welder	\$57,906	\$60,701	\$63,658	\$66,744	\$59,866	\$62,731	\$65,762	\$68,925
Road Dept. Forman	\$71,908	\$76,101	\$78,983	\$80,551	\$74,218	\$78,516	\$81,470	\$83,077
Sr. Bldg. Maintenance Worker	\$52,052	\$54,609	\$57,163	\$59,910	\$53,866	\$56,487	\$59,105	\$61,920
Sign Technician	\$52,052	\$54,609	\$57,163	\$59,910	\$53,866	\$56,487	\$59,105	\$61,920
Sr. Mechanic	\$71,474	\$74,333	\$77,191	\$80,848	\$73,773	\$76,704	\$79,633	\$83,382
Skilled Worker:								
Mason, Welder or Paver Carpenter, Plumber	\$45.07	\$46.09	\$46.09	\$50.36	\$46.46	\$47.51	\$47.51	\$51.89
MTUD Laborer	\$42,321	\$44,708	\$46,493	\$48,743	\$43,892	\$46,338	\$48,168	\$50,474
MTUD Senior Laborer hired before 1/1/2015	\$54,434	\$56,578	\$62,662	\$66,016	\$56,307	\$58,505	\$64,741	\$68,179
MTUD Senior Laborer hired after 1/1/2015	\$51,048	\$53,245	\$55,442	\$57,639	\$52,837	\$55,089	\$57,341	\$59,592
MTUD Operator	\$54,434	\$56,578	\$62,662	\$66,016	\$56,307	\$58,505	\$64,741	\$68,179
MTUD Senior Operator	\$66,978	\$70,588	\$74,782	\$77,244	\$69,165	\$72,865	\$77,164	\$79,688
MTUD Foreman	\$79,353	\$82,625	\$85,896	\$89,168	\$81,849	\$85,203	\$88,556	\$91,910
MTUD Inspector	\$38,993	\$43,044	\$47,098	\$51,151	\$40,480	\$44,633	\$48,788	\$52,942
MTUD Senior Inspector	\$55,202	\$59,255	\$63,306	\$67,361	\$57,095	\$61,249	\$65,401	\$69,558

POSITION	2021	2021	2021	2021	2022	2022	2022	2022
	Step 1	Step 2	Step 3	Step 4	Step 1	Step 2	Step 3	Step 4
Asst. General Forman	\$84,777	\$89,704	\$94,925	\$100,464	\$87,409	\$92,459	\$97,811	\$103,488
Bldg. & Grounds Forman	\$57,772	\$61,784	\$64,738	\$67,843	\$59,729	\$63,841	\$66,869	\$70,052
Bldg. Maintenance Worker	\$45,502	\$48,009	\$49,885	\$52,248	\$47,152	\$49,722	\$51,645	\$54,067
Senior Equipment Operator	\$0	\$0	\$73,137	\$76,599	\$0	\$0	\$75,478	\$79,026
Road Equipment Operator	\$58,227	\$61,545	\$66,872	\$70,396	\$60,195	\$63,596	\$69,056	\$72,668
Parks Equipment Operator	\$50,719	\$55,224	\$58,227	\$64,367	\$52,499	\$57,117	\$60,195	\$66,489
DPW Clerk Dispatcher	\$45,895	\$48,666	\$51,435	\$54,206	\$47,555	\$50,395	\$53,233	\$56,074
Sign Technician/Info Tech	\$55,592	\$58,361	\$61,130	\$66,670	\$57,494	\$60,333	\$63,171	\$68,849
General Forman	\$90,159	\$94,379	\$99,897	\$105,729	\$92,925	\$97,251	\$102,907	\$108,885
Truck Driver	\$52,614	\$55,170	\$57,846	\$60,961	\$54,442	\$57,062	\$59,805	\$62,998
Truck Driver/Parks	\$48,009	\$50,275	\$52,659	\$55,155	\$49,722	\$52,044	\$54,488	\$57,046
Laborer	\$45,502	\$48,009	\$49,885	\$52,248	\$47,152	\$49,722	\$51,645	\$54,067
Mechanic	\$63,261	\$66,197	\$69,304	\$72,546	\$65,355	\$68,364	\$71,549	\$74,872
Mechanic's Helper	\$45,502	\$48,009	\$49,885	\$52,248	\$47,152	\$49,722	\$51,645	\$54,067
Welder	\$61,875	\$64,812	\$67,919	\$71,161	\$63,934	\$66,945	\$70,129	\$73,453
Road Dept. Forman	\$76,586	\$80,991	\$84,019	\$85,666	\$79,013	\$83,528	\$86,632	\$88,320
Sr. Bldg. Maintenance Worker	\$55,725	\$58,412	\$61,095	\$63,981	\$57,631	\$60,385	\$63,135	\$66,093
Sign Technician	\$55,725	\$58,412	\$61,095	\$63,981	\$57,631	\$60,385	\$63,135	\$66,093
Sr. Mechanic	\$76,130	\$79,134	\$82,136	\$85,979	\$78,546	\$81,625	\$84,702	\$88,641
Skilled Worker:								
Mason, Welder or Paver Carpenter, Plumber	\$47.89	\$48.96	\$48.96	\$53.45	\$49.35	\$50.45	\$50.45	\$55.05
MTUD Laborer	\$45,502	\$48,009	\$49,885	\$52,248	\$47,152	\$49,722	\$51,645	\$54,067
MTUD Senior Laborer hired before 1/1/2015	\$58,227	\$60,480	\$66,872	\$70,396	\$60,195	\$62,505	\$69,056	\$72,668
MTUD Senior Laborer hired after 1/1/2015	\$54,670	\$56,979	\$59,287	\$61,594	\$56,549	\$58,916	\$61,282	\$63,646
MTUD Operator	\$58,227	\$60,480	\$66,872	\$70,396	\$60,195	\$62,505	\$69,056	\$72,668
MTUD Senior Operator	\$71,407	\$75,199	\$79,606	\$82,193	\$73,705	\$77,591	\$82,109	\$84,760
MTUD Foreman	\$84,408	\$87,846	\$91,282	\$94,720	\$87,031	\$90,555	\$94,077	\$97,601
MTUD Inspector	\$42,005	\$46,261	\$50,520	\$54,778	\$43,568	\$47,930	\$52,296	\$56,660
MTUD Senior Inspector	\$59,035	\$63,293	\$67,549	\$71,809	\$61,023	\$65,388	\$69,750	\$74,117

1137 **Amendment regarding MTUD: MTUD Criteria for Title Upgrades and Progressions**

1138

- 1139 A) 1. Laborer - Entry level (no NJDEP licenses and/or limited utility experience).
1140 2. Senior Laborer - Three (3) years of experience and one (1) NJDEP License.
1141 3. Operator - Three (3) years' experience and two (2) NJDEP Licenses or one (1) Level
1142 Two NJDEP License.
1143 4. Senior Operator - Six (6) years' experience and three (3) NJDEP Licenses and at least
1144 one (1) Level Two License.
1145 5. Foreman - Eight (8) years of experience and three (3) Level Two NJDEP Licenses
1146 with the ability to obtain a Level Three NJDEP License within one (1) year.

1147

1148 B) If an employee has reached Step 4 in a particular classification, he shall automatically
1149 advance to Step 1 of the next higher classification so long as they have completed the requisite
1150 requirements as set forth above upon his anniversary date of hire.

1151

1152 **C. Senior Laborer Salary Step Guide** (for employees hired in 2015; employees hired after
1153 2015 see pay guide):

1154

1155	Step 1	\$46,000
1156	Step 2	\$48,000
1157	Step 3	\$50,000
1158	Step 4	\$52,000

1159

1160 D. An employee may skip Step 1 in the Senior Laborer Guide if he holds one (1) or more NJDEP
1161 Class 1 Licenses and has a minimum of three (3) years at MTUD.

1162

1163 **E. Senior Operators:**

1164

1165 Step 1 for Senior Operators shall be step 1 for a minimum of six (6) months. Employees shall
1166 progress to the next Step after serving 12 months in the new step.

1167

1168 **F. Miscellaneous- Summer Hours MTUD**

1169 In the event management determines it is operationally necessary, between June 15th and
1170 September 15th one employee may be scheduled 6am-2pm, Monday through Friday. This
1171 employee will be paid through lunch.

1172

1173