

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**TOWNSHIP OF MONROE**

**AND**

**UNITED SERVICE WORKERS, IUJAT, LOCAL 255**

**EFFECTIVE JANUARY 1, 2008 THROUGH DECEMBER 31, 2010**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

ARTICLE 1 – PREAMBLE ..... 3

ARTICLE 2 – RECOGNITION ..... 3

ARTICLE 3 – DUES CHECK OFF AND AGENCY SHOP..... 3

ARTICLE 4 – MANAGEMENT RIGHTS ..... 5

ARTICLE 5 – NO STRIKE PLEDGE..... 5

ARTICLE 6 – NON-DISCRIMINATION ..... 6

ARTICLE 7 – SENIORITY..... 6

ARTICLE 8 – PROVISIONAL STATUS..... 8

ARTICLE 9 – CALL BACK PAY ..... 9

ARTICLE 10 –HOURS OF WORK & OVERTIME..... 10

ARTICLE 11 – HOLIDAYS ..... 15

ARTICLE 12 – VACATIONS..... 16

ARTICLE 13 – SICK LEAVE ..... 17

ARTICLE 14 – PAYMENT OF ACCUMULATED SICK LEAVE ..... 20

ARTICLE 15 – EXTENDED SICK LEAVE ..... 20

ARTICLE 16 – MATERNITY LEAVE..... 22

ARTICLE 17 – BEREAVEMENT LEAVE..... 22

ARTICLE 18 – JURY LEAVE..... 24

ARTICLE 19 – MILITARY LEAVE ..... 24

ARTICLE 20 – CONVENTION LEAVES ..... 24

ARTICLE 21 – UNPAID LEAVES OF ABSENCE..... 25

ARTICLE 22 – UNION REPRESENTATIVES ..... 25

ARTICLE 23 – BULLETIN BOARDS..... 26

ARTICLE 24 – HEALTH & WELFARE BENEFITS ..... 26

ARTICLE 25 – RULES AND REGULATIONS ..... 29

ARTICLE 26 – ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS ..... 29

ARTICLE 27 – SAVINGS CLAUSE..... 30

ARTICLE 28 – PERSONAL DAYS ..... 30

ARTICLE 29 – DISCIPLINE AND DISCHARGE ..... 31

ARTICLE 30 – JOB POSTING..... 32

ARTICLE 31 – WORK OUT OF TITLE ..... 32

ARTICLE 32 – CONTRACTING AND SUB-CONTRACTING..... 33

ARTICLE 33 – SAFETY AND HEALTH..... 33

ARTICLE 34 – LABOR MANAGEMENT COMMITTEE ..... 33

48	ARTICLE 35 – FULLY BARGAINED PROVISION .....	33
49	ARTICLE 36 – SALARIES.....	34
50	ARTICLE 37 – WORK UNIFORM PROGRAM .....	35
51	ARTICLE 38 – LONGEVITY.....	35
52	ARTICLE 39 – GRIEVANCE PROCEDURE.....	36
53	ARTICLE 40 – ARBITRATION.....	38
54	ARTICLE 41 – PART-TIME EMPLOYEES.....	39
55	ARTICLE 42 – EDUCATION BENEFITS.....	39
56	ARTICLE 43 – TERMINATION/NEGOTIATIONS PROCEDURE .....	40
57	Addendum A – Transportation .....	45
58	Addendum B - Reclassification Committee .....	46
59	Amendment Pertaining to Communications Officers Only .....	47
60		
61		
62		
63		
64		

65  
66

**ARTICLE 1 – PREAMBLE**

67           This agreement entered into this 1<sup>st</sup> day of January, 2008 between the Township of  
68 Monroe, hereinafter referred to as the Township, and United Service Workers, IUJAT, Local  
69 255, located at 138-50 Queens Boulevard, Briarwood, NY 11435, hereinafter referred to as the  
70 Union. This agreement shall be in effect from January 1, 2008 up to and including December 31,  
71 2010.

72  
73

**ARTICLE 2 – RECOGNITION**

74           The Employer recognizes the union as the sole and exclusive collective bargaining agent  
75 with regard to rates of pay, hours of work and other conditions of employment for all white  
76 collar employees, including Police Communications Officers, Emergency Medical Technicians,  
77 and Animal Control Officers employed by the Employer, but excluding all Supervisors,  
78 Managerial Executives and Confidential employees, and for such additional or deleted  
79 classifications as the parties may later agree to add or delete.

80  
81

**ARTICLE 3 – DUES CHECK OFF AND AGENCY SHOP**

82           a)       The Township agrees to deduct union dues from the salaries of employee subject  
83 to the terms of this agreement. Such deduction shall be made in compliance with NJSA 52:14-  
84 15.9 (d) as amended. Said monies, together with records of any correction, shall be transmitted  
85 to the Union office within fifteen (15) calendar days following the payroll period in which the  
86 deductions were made. No employee shall be required to pay dues if they are out for a full  
87 calendar month on disability, unpaid leave of absence, workers compensation or seasonal layoff.

88           b)     If there shall be any change in the rate of membership dues during the life of this  
89 agreement, the union shall furnish, to the Township, written notice prior to the effective date of  
90 such change.

91           c)     The Union will provide the necessary check-off authorization forms and the union  
92 will secure the signatures of its members on the forms to the designated Township officials, as  
93 provided in NJSA 52:14-15.9 (e) as amended. The Union shall indemnify, defend, and save the  
94 Township harmless against any and all claims, demands, suits or other forms of liability that may  
95 arise out of or by reason of action taken by the Township in reliance upon the salary deduction  
96 authorization cards submitted by the Union to the Township.

97           d)     Any employee in the bargaining unit on the effective date of this Agreement who  
98 does not join the Union within thirty (30) days thereafter, any new employee who does not join  
99 within thirty (30) days of initial employment within the unit, and any employee previously  
100 employed within the unit who does not join, within ten (10) days of re-entry into employment  
101 within the unit shall, as a condition of employment, pay a Representation Fee to the Union by  
102 automatic deduction up to eighty five percent (85%) of the regular union membership dues, fees,  
103 and assessments as certified to the employer by the Union. The Union may revise its  
104 certification of the amount of the representation fee at any time to reflect changes in the regular  
105 union membership dues.

106           The Union's entitlement to the Representation Fee shall continue beyond the termination  
107 date of this agreement so long as the Union remains the majority representative of the employees  
108 in the Unit, provided that no modification is made in this provision by a successor agreement  
109 between the Union and the Employer. For the purpose of this provision, employees employed on

110 a ten (10) month basis or who are reappointed from year to year shall be considered to be in  
111 continuous employment.

112  
113 **ARTICLE 4 – MANAGEMENT RIGHTS**

114 United Service Workers, IUJAT, Local 255, recognizes the administration of rights,  
115 duties and authority to manage and control the employees of the administration pursuant to the  
116 authority conferred on it by the State of New Jersey, and all applicable local, State and Federal  
117 Laws. The administration retains and reserves all rights of management and control of the  
118 employees of the administration except those as specifically modified by the terms of this  
119 agreement.

120  
121 **ARTICLE 5 – NO STRIKE PLEDGE**

122 a) The Union covenants and agrees that during the terms of this Agreement, neither  
123 the Union nor any person acting on its behalf, will cause, authorize or support or condone, nor  
124 will any of its members take part in any strike (i.e. the concerted failure to report for duty, or  
125 willful absence of any employee from his position or stoppage of work or abstinence in whole or  
126 in part, from the full, faithful and proper performance of the employee’s duties of employment),  
127 work stoppage, slowdown, walkout or other job action against the Township. The Union agrees  
128 that such action would constitute a material breach of this Agreement. In return the Township  
129 agrees not to lock out its employees.

130 b) The union will actively discourage and will take whatever affirmative steps are  
131 necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job  
132 action against the Township.

133

134 **ARTICLE 6 – NON-DISCRIMINATION**

135

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

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

144

145 **ARTICLE 7 – SENIORITY**

146 a) **Seniority shall be defined as an employee’s length of service (original date of**  
147 **hire) with the Township administration beginning with the employee’s date of permanent**  
148 **assignment. Upon completion of the probationary period, seniority shall accumulate until**  
149 **there is a break in service.**

150 b) A newly hired employee shall be considered to have job classification seniority  
151 with in the department in which he or she is working upon successful completion of the six (6)  
152 month probationary period for that job. Job classification seniority shall accumulate until there  
153 is a break in service.

154 c) A break in continuous job classification service occurs when an employee resigns,  
155 is discharged for cause, or retires. Seniority in a new job classification status shall not accrue  
156 following promotion until the individual has successfully completed a **sixty (60)** day  
157 probationary period in the new job classification. Promoted employees shall continue to accrue  
158 seniority in their previous job classification during the **sixty (60)** day probationary period in the

159 new job classification. Upon completion of the probationary period the employee shall receive  
160 seniority from the original date of assignment.

161 d) Absence without leave for two (2) work days or failure to return from any leave  
162 of absence shall be considered a resignation.

163 e) An employee who is reinstated after a period of layoff shall continue to  
164 accumulate seniority exclusive of the period of layoff. No new employee is to be engaged while  
165 qualified employees are laid off, and have not had an opportunity to return to work.

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

168 g) Existing or anticipated job vacancies will be posted on bulletin boards in  
169 accordance with ARTICLE 30 – JOB POSTING of this contract. Where a situation exists in  
170 which an existing Township employee applies for a given position and has qualifications equal to  
171 the application of a non-Township employee or another Township employee, seniority shall be  
172 the determining factor in the selection of the applicant. All current employees shall have the  
173 right to apply for any vacant or new positions.

174 h) The salary for any new position must be negotiated with the Union prior to  
175 posting.

176 i) When an employee is to be laid off he shall have the right to exercise his  
177 Township seniority over employees with less Township seniority. An employee who is recalled  
178 from layoff shall be recalled in accordance with seniority preference.

179 j) Job Transfers: In the event of an anticipated job vacancy or opening, an  
180 employee may submit in writing a letter to the Business Administrator requesting a job transfer

181 to fill that position. That letter shall be kept on file and when the opening becomes available it  
182 shall be reviewed.

183 k) **Crossing Guards** - Crossing Guards shall retain their assigned post from the  
184 previous year. All current Crossing Guards shall have the right to apply for any vacant post with  
185 the most senior Crossing Guard being assigned to the applied for vacancy.

186  
187 **ARTICLE 8 – PROBATION STATUS**

188 a) All newly hired employees shall be subject to a six (6) month period of  
189 Probationary Employment. The purpose of said period of Probationary Employment is to enable  
190 the Township to evaluate the employee’s work performance and conduct in order to determine  
191 whether the employee merits permanent employment status and also for the opportunity for the  
192 Township to review its needs for the staffing and to review its final situation. If, at any time  
193 during or at the end of the Probationary Employment period, the conduct and/or performance of  
194 the employee is found to be unsatisfactory by the Township, or the Township deems it does not  
195 need or can afford the position, the Township may terminate the employee.

196 An employee terminated or disciplined during their probationary period shall have no  
197 recourse to the binding arbitration provisions of this Agreement.

198 b) Probationary employees are entitled to all other contractual rights listed below.

- 199 1. Union dues – 1<sup>st</sup> of the month following thirty (30) calendar days
- 200 2. Pension – sixty (60) calendar days
- 201 3. Health Insurance- 1<sup>st</sup> of the month in which employees has (or will)  
202 complete ninety (90) calendar days.
- 203 4. Sick, vacation, personal or any other paid time off – sixty (60) calendar  
204 days.



205           5.       After an employee successfully completes their probationary period the  
206 employee's seniority date shall be the original date of hire.

207 **ARTICLE 9 – CALL BACK PAY**

208           a)       Any full time employee who is called back to work after completing the regular  
209 shift after having left his place of work shall be guaranteed a minimum of four (4)  
210 hours work at time and one half (1 ½ times). The employee may opt to waive his  
211 four (4) hour compensation at time and one (1/2) half if he elects to leave work at  
212 the completion of the specific task he was called in for as opposed to staying and  
213 completing additional tasks to fill the four (4) hour period. Supervisors shall have  
214 the right to require that employees invoking the four (4) hour minimum  
215 compensation at time and one (1/2) half stay and perform services within their job  
216 classification for that four (4) hour period. Animal Control Officers shall be  
217 entitled to a two (2) hour call back at the appropriate overtime rate, except that  
218 Animal Control Officers shall be entitled to leave work at the conclusion of the  
219 assignment.

220           b)       Employees shall be required to work all hours, in addition to the four (4) hour  
221 minimum guarantee, which are required by the employee's supervisor.

222           c)       When an employee is required to work more than two (2) hours past the normal  
223 work day, the employee shall be entitled to one half (1/2) hour dinner period at no loss of pay.

224           d)       If an employee is recalled to work during his/her vacation, employee shall receive  
225 compensation at time and one (1/2) half. In addition, the employee shall have the entire  
226 vacation day credited to his/her available vacation time for the applicable year. Employees

227 should review the vacation clause of this contract as it pertains to time frames during which  
228 vacations must be taken.

229 e) If a bi-lingual telecommunicator is called for assistance while off duty, the person  
230 shall receive minimum of two hours straight time call in pay. Bi-lingual telecommunicators  
231 shall receive two (2) hours straight time in addition to overtime if required to come in for  
232 assistance.

233  
234 **ARTICLE 10 –HOURS OF WORK & OVERTIME**

235 The normal hours of work shall be:

236 **Bus Drivers** 7 ½ hours per day – 37 ½ hours per week, between the  
237 hours of 8:30 a.m. & 4:30 p.m. Flexible hours according  
238 to early or late bus trips.

239  
240 **Crossing Guards** 25 hours weekly. Work a lunch hour  
241 Post 16 ¼ hours weekly  
242 Post 21 ¼ hours weekly

243  
244 **Communications Officers** 7:00 a.m. - 3:00 p.m.  
245 3:00 p.m. - 11:00 p.m.  
246 11:00 p.m. - 7:00 a.m.

247  
248 **Emergency Medical**  
249 **Technicians**  
250 The current practice regarding EMT scheduling shall continue for  
251 the term of this Agreement, and can be modified at the discretion  
252 of the Director and approval of the Business Administrator. If the  
253 Director and the Business Administrator modify the current work  
254 schedule the Township shall give the union 30 days notice, except  
255 in an emergency. Any new schedule shall be posted and  
256 employees shall select their shift based upon their seniority.

257  
258 **Library** 9:00 a.m. – 9:00 p.m. Monday - Thursday  
259 9:00 a.m. – 5:00 p.m. Friday-Saturday  
260 9:30 a.m. – 1:00 p.m. Sunday  
261 Shift hours are 9:00 – 5:00, 9:30-5:30, 10:00-6:00; 1:00 -9:00.  
262 When a Saturday is worked, a weekday is taken off.

263  
264

265  
 266 **Office** Monday through Friday  
 267 9:00 a.m. – 5:00 p.m. (Recreation)  
 268 8:00 a.m. – 4:00 p.m. (police dept. clericals)  
 269 8:30 a.m. – 4:30 p.m. (Municipal Building)  
 270  
 271 **Animal Control** Monday- Friday 7:00 a.m. - 3:00 p.m.  
 272 Monday-Friday 3:00 p.m. - 11:00 p.m.

273 Shift pick shall be determined by seniority.

274 a) Work week is divided as thirty seven and one-half (37 ½) hours except for  
 275 Animal Control Officers, Communications Officers, Emergency Medical Technicians, and  
 276 Crossing Guards whose work schedules are listed above.

277 b) Work in excess of work week shall be considered overtime and shall be paid at  
 278 the rate of one and one half (1 1/2) times the regular hourly rate of the employee. However, for  
 279 overtime computation for which the employee received pay from the Township for approved  
 280 absence shall be credited to time worked when computing the work week.

281 c) Appendix B (attached hereto) represents the full agreement regarding the  
 282 implementation of regularly scheduled Sunday hours and forced closings for Library  
 283 employees.

284 d) Employees working overtime for periods in excess of the initial two (2) hours  
 285 shall be entitled to a meal allowance seven (7) days a week as follows:

<u>2008</u>	<u>2009</u>	<u>2010</u>
<u>\$ 12</u>	<u>\$12.25</u>	<u>\$12.50</u>

288  
 289 Meal allowance shall be payable every four (4) hours thereafter after the initial 2 hour  
 290 period. Employees shall provide receipts for direct reimbursement or shall otherwise be paid  
 291 through the employee's regular paycheck.

292 e) All employees including those that work a schedule less than those hours  
293 specified above shall be compensated at time and one half (1 ½) for work performed on the sixth  
294 (6<sup>th</sup>) consecutive day and double time (2x) for the seventh (7<sup>th</sup>) consecutive day of any work  
295 week, except Telecommunications Officers who shall be paid 1 ½ times on the fifth consecutive  
296 day and double time for the sixth consecutive day.

297 f) Any full-time employee required to work on a holiday shall be compensated his  
298 or her normal seven point five (7.5) or eight (8) hours as holiday pay plus double time (2x) time.  
299 For time over seven point five (7.5) or eight (8) hours on a holiday, the employee shall be  
300 compensated at triple (3x) time on an hourly basis except Communications Officers. Because  
301 Communication Operators are paid at the end of the year for holidays at straight time pay  
302 whether they have worked these days or not the following applies: If a Communication Operator  
303 works on a holiday, he or she is paid at time and one-half for the first eight (8) hours they are  
304 working. If they are working more than eight (8) hours on a holiday they are to be paid double  
305 time and one-half for the overtime hours.

306 g) Permanent part-timers in the bargaining unit who work twenty (20) or more hours  
307 per week shall be paid their regular rate of pay when a holiday falls on their regular scheduled  
308 workday and are not required to report for duty.

309 h) Double time will be paid to any employee performing emergency work on a  
310 Sunday with the exception of those individuals hired to provide those types of service working in  
311 shift circumstances that would make the subject Sunday one of their normal days of work.

312 i) The approval of the Department Head must be obtained prior to working  
313 overtime.

314 j) 1. Overtime in each Department shall be rotated to insure that both senior, middle  
315 range and new employees share equally in available overtime hours in keeping with their  
316 qualifications to perform the assigned task. Each Department Head shall maintain and post a list  
317 of employees by seniority. Initial distribution of available overtime hours shall begin with the  
318 most senior personnel qualified to perform the assigned task and shall be rotated down the list for  
319 all subsequent assignments. The Department Head and Supervisor shall also maintain a log of  
320 his overtime assignments including the employees he has requested to work overtime and their  
321 refusal of same, if that is the case. The intent of rotation of overtime assignments is to insure  
322 that all employees, regardless of seniority, have ample opportunity to benefit from available  
323 overtime income.

324 2. EMS- The overtime policy as agreed to, after review by the parties, is incorporated  
325 herein.

326 Emergency Hours are hours that are not scheduled hours of work and are to be rotated,  
327 paid at the appropriate overtime rate.

328 Scheduled Hours are hours that are to be changed, with at least one weeks advance  
329 notice and should be offered on a senior basis, except for 24/7 operations, which shall require 30  
330 days notice.

331 Scheduled hours/Crossing Guards - The Traffic Supervisor shall maintain a list of  
332 employees by seniority. Initial distribution of scheduled hours shall begin with the most Senior  
333 Crossing Guard and shall be rotated down the list for all subsequent assignments. Scheduled  
334 hours are paid for at the regular rate of pay. The overtime list shall include substitutes. Crossing  
335 Guards already on a five (5) hour post shall be canvassed for scheduled hours.

336 k) Should the Township eliminate or reduce the amount of hours employees have to  
337 work because of weather, emergency conditions or any Township office closing those employees  
338 who are required to remain shall be compensated at double (2x) time during these emergency  
339 conditions.

340 l) Rest Periods: Employees within this bargaining unit may take a rest period of not  
341 more than fifteen (15) minutes for each half day at time scheduled by the immediate supervisor.  
342 A rest period may not be used to cover an employee's late arrival to work or early departure, nor  
343 may it be regarded as cumulative if not taken.

344 Rest periods must be provided by the Employer during the course of the periods specified  
345 by the employee's supervisor in the morning and afternoon of the work day.

346 Employees may take a one (1) hour lunch break, ½ paid and ½ not paid in addition to  
347 their two (2) fifteen (15) minute breaks.

348 m) 1. Telecommunicators working a normal rotation of 3-11 pm and 11-7 am will  
349 receive the following shift differential compensation:

350 2008- \$835.00

351

352

353 2. Dispatchers who work a normal rotation of 7-3 pm will receive shift differential  
354 compensation for weekends and overtime as follows:

355 2008- \$205.00

356

357 3. Dispatchers who work administrative hours of Monday through Friday 7-3 pm  
358 will receive shift differential compensation as follows:

359            **2008- \$55.00**

360

361            Payments will be made during the month of December.

362

363

364

365    **ARTICLE 11 – HOLIDAYS**

366    a)        The Township will designate fourteen (14) paid holidays as follows:

- |     |   |                        |
|-----|---|------------------------|
| 367 | New Year’s Day                                  | Labor Day              |
| 368 | Martin Luther King Day                          | Columbus Day           |
| 369 | Lincolns Birthday                               | General Election Day   |
| 370 | Veteran’s Day                                   | Washington’s Birthday  |
| 371 | Good Friday                                     | Thanksgiving Day       |
| 372 | Memorial Day                                    | Day after Thanksgiving |
| 373 | Fourth of July                                  | Christmas Day          |
| 374 | Day after Christmas (when it falls on Thursday) |                        |

375            In addition to the above listed paid holidays, employees will receive an additional  
376 “Floating Holiday” to be used at the Employee’s discretion, for religious holiday, employee’s  
377 birthday, vacation etc.

378            b)        Effective January 1, 2006, Lincoln’s Birthday and Washington’s Birthday shall be  
379 combined and replaced with Presidents Day. In exchange for the above, employees shall be  
380 eligible for an additional floating holiday (2 total).

381            For EMT’s and Telecommunicators the floating holiday listed above (b) shall be treated  
382 as through a regular specified Holiday for premium pay provisions. Employees may choose to  
383 have the day off with regular pay, or work a regularly scheduled day at premium pay. For  
384 example, if an employee chooses February 14<sup>th</sup>, as their Floating Holiday and works that day,  
385 they shall be entitled to holiday premium pay for that day. The floating holiday shall be utilized

386 at the employee's discretion. However the selection of the day off is subject to the approval of  
387 the EMS Director or Chief of Police with at least 48 hours of notice. Approval shall not be  
388 reasonably withheld.

389 c) For 24/7 operations, premium pay shall be paid on the actual day of the holiday  
390 (not including Communication Operators).

391

392

393

394

395 **ARTICLE 12 – VACATIONS**

396 <b><u>Months &amp; Years of Service</u></b>	397 <b><u>Number of Days</u></b>
398 <b><u>Based on actual starting date</u></b>	399 <b><u>Vacation/Year 2005-2007</u></b>
398 1 year	10 days
399 2 to 4 years	15 days
400 5 to 8 years	18 days
401 9 to 14 years	20 days
402 15 to 20 years	24 days
403 21 to 24 years	26 days
404 25 years and over	28 days
405	

406 a) The past practice of crediting vacation allotments shall continue to be pro-rated  
407 (see Gail Feist memo dated October 17, 2001 and attached hereto). Vacation shall be scheduled  
408 by the Department Head in keeping with considerations related to seniority, work load and good  
409 staffing practices to insure efficient operation of their offices.

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

412 c) Employees may carry over the number of vacation days entitled for that particular  
413 year as needed to the following year only at which time they must use the amount carried, unless



414 an employee is on extended sick leave between July 1 and December 31 of any calendar year and  
415 is unable to use the carry-over vacation. In the event vacation leave is carried over it must be  
416 used in the subsequent calendar year.

417 Example: *Entitled to 12 vacation days – 1992*  
418 *1993 – (1992 – 12 days carry over and 12 days for*  
419 *1993 – must take the 12 days for 1992*

420  
421 d) Vacation leave may be taken in no less than 3 hour increments.  
422

423

424 **ARTICLE 13 – SICK LEAVE**

425 a) Township employees are entitled to thirteen (13) sick days per year. New  
426 employees will accrue sick leave time in accordance with the contract formula but will not be  
427 entitled to sick leave benefits during their initial sixty (60) days of provisional employment.  
428 There is no limit on the number of sick days, which may be accumulated from one year to the  
429 next.

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

434 Part-time, permanent employees are eligible for sick leave on a pro-rated basis. Part-time,  
435 temporary employees are not eligible for sick leave.

436 c) A part-time employee is one who works less than thirty (30) hours per week. A  
437 temporary employee is one who fills a vacancy for which the termination date is part of the  
438 employment agreement.

439 d) A certificate from a physician designated by the Township, or the employee’s  
440 may be required as sufficient proof of the need for sick leave. Failure of the employee to provide

441 such proof, when required shall result in no payment for his absence from work, any employee  
442 who is on sick leave for three (3) or more consecutive days must present to the Administration,  
443 upon request, a certificate from his physician, or one designated by the Township, substantiating  
444 the employee's claim for said sick time.

445 e) Full time employees shall accumulate sick leave on the basis of thirteen (13) days  
446 of sick leave per year for the period of this contract. New employees will accrue sick leave time  
447 on the basis of 1.08 day per month of actual service based on actual starting dates but will not be  
448 entitled to sick leave benefits during their initial sixty (60) days of provisional employment.  
449 There is no limit on the number of sick days, which may be carried forward from one year to the  
450 next.

451 f) Sick days may be taken when necessary for illness; illness herein includes  
452 employee's immediate family, or a resident of the employee's home who requires his/her care.  
453 In the event of sickness being a member of employee's immediate family, the physician's  
454 certification provision of this Article shall apply as if the illness were that of the Township  
455 employee.

456 g) Employees are required to provide their Supervisors with as much notice as  
457 possible concerning their plans to take sick leave. In some cases, taking of sick leave cannot be  
458 scheduled or planned. In these instances, Supervisors shall be called as soon as practical and  
459 informed of employee's need to takes a sick day. Unless extenuating circumstances are  
460 involved, any employee who takes sick day without notifying his or her Supervisor within one  
461 (1) hour after the official starting time will not be paid for that day. Employees shall be available  
462 by telephone at their place of residence or shall notify the offices of a location at which they can

463 be reached while they are on sick leave. Employees who cannot be contacted while on sick leave  
464 may be subject to a loss of that day's pay.

465 h) Some sick leave, such as for minor surgery, can be planned far in advance.  
466 Employees who plan to take sick leave for minor surgery, or other purposes which are known in  
467 advance, must work out a schedule with their supervisor. Sick leave must be requested as far in  
468 advance as possible and written authorization received from their supervisor. Both the request  
469 and response must be in writing, with copies filed in the Personnel Office. Unless unusual or  
470 extenuating circumstances are involved, planned sick leave shall not be taken during peak  
471 operating periods.

472 i) Sick Time Incentive Program for Communications Officers Only: Employees earn  
473 sick time at a rate of 1.08 day per month or thirteen (13) days per year. Once an employee has  
474 earned and accumulated a "bank" of thirty (30) days, that employee may choose to utilize the  
475 sick time incentive program.

476 Under this program, the employee may convert sick days, earned or anticipated which are  
477 in excess of his "bank", into compensatory days. The maximum number of days an employee  
478 may convert in a calendar year is ten (10). Days which are converted must be utilized in the year  
479 they are requested, as compensatory time secured under this program is not cumulative.

480 If an employee earns his "bank", then requests to convert ten (10) of his anticipated  
481 thirteen (13) days into compensatory days, he is left with his "bank" plus three (3) excess days.  
482 Should the needs arise for this employee to utilize three (3) or more sick days during the balance  
483 of that year, he will have violated his "bank" and will be required to earn back the days needed to  
484 compliment the thirty (30) day "bank" before his is again eligible to convert days. Anticipated  
485 sick days cannot be used to satisfy the thirty (30) days "bank" replacement.

486           j)       Sick leave may be used in one (1) hour increments. Communications Officers  
487 may use sick leave in 2 hour increments when the leave is contiguous to the beginning or the end  
488 of an employee's shift.

489           k)       An employee may donate his/her unused banked sick days from one employee to  
490 another.

491

492

493

494    **ARTICLE 14 – PAYMENT OF ACCUMULATED SICK LEAVE**

495

496           a)       At retirement, an employee will be paid fifty percent (50%) of his/her  
497 accumulated sick leave up to a maximum of \$15,000.00. Payment will be made at the rate of  
498 pay during the year in which the employee retires. Any benefits conferred under the provision of  
499 this paragraph apply prospectively only, and accrue as of January 1, 1977. In order to reap the  
500 benefits of this paragraph, an employee must provide his Employer with six (6) months prior  
501 notice of his intention to retire, unless otherwise dictated by statute. The rules and regulations  
502 regarding retirement shall be consistent with those established by the Public Employee  
503 Retirement System.

504    **ARTICLE 15 – EXTENDED SICK LEAVE**

505

506           a)       At the start of the employee's fifth (5<sup>th</sup>) year of employment the employee will  
507 become eligible for extended sick leave. In the event of a debilitating sickness and/or injury on  
508 or off the job, the Township will provide a program which will guarantee an employee (his or her  
509 net pay for a period of ninety (90) calendar days, limited to one leave in a 12 month period.

510           b)     At the start of an employee's 9<sup>th</sup> year there will be no limit on the number of  
511 leaves in a 12 month period.

512           c)     After ninety (90) days an employee may request, through Administration  
513 representation to Council, up to an additional ninety (90) days of extended sick leave. During  
514 the period that an individual is out on sick leave, that person will accumulate sick days in  
515 accordance with the contract formula. Prior to using the extended sick leave provision of this  
516 Contract, an employee must use all of his or her previously accumulated sick time and any sick  
517 time acquired to date under the contract formula. Subject to statutory requirements of the Family  
518 Medical Leave Act (FMLA).

519           d)     Extended sick leave benefits under this paragraph will commence upon presentation  
520 to the appropriate Municipal Official of certification from his or her physician of the debilitation.  
521 Further, the employee shall render himself available for examination by a physician selected by  
522 the Township. Both physicians must certify the employee's inability to return to work. In the  
523 event that it is determined that an employee would not be able to return to work on a permanent  
524 basis, the extended sick leave provisions herein will apply.

525           c)     It shall be the responsibility of any employee receiving consideration under the  
526 extended sick leave benefits of this contract to explore and determine whether he is entitled to  
527 any compensation related to disability, workers compensation or Social Security benefits in  
528 connection with his injury and/or sickness. If the employee is entitled to these benefits, he shall  
529 pursue them accordingly. Any benefits or awards received for the period that the employee is  
530 under the extended sick leave portion of this contract, shall be returned to the Township  
531 Treasurer to the extent the employee has received extended sick leave payments from the  
532 Township.

533  
534  
535  
536  
537  
538  
539  
540  
541  
542  
543  
544  
545  
546  
547  
548  
549  
550  
551  
552  
553  
554  
555  
556  
557

**ARTICLE 16 – MATERNITY LEAVE**

a) Granted to full time employees with two (2) years or more of full time service.

b) Not later than the fourth (4) month, the staff member shall notify the Coordinator of Personnel in writing of the condition of pregnancy. Upon notifying the Coordinator of Personnel, the employee shall let it be known as to plans of continuing employment or taking a leave of absence, not to exceed one hundred twenty (120) calendar days, unless prevented from so doing for medical reasons. Notification of pregnancy shall be required from her employee’s physician giving the state of condition of the pregnancy, the anticipated delivery date and her ability to continue her normal duties. She shall give the Coordinator of Personnel a certificate from her physician monthly, certifying her ability to continue working.

C 1) Paid Leave – One hundred twenty (120) calendar days to include before and after delivery.

C 2) It will not be required for employees to use their sick time first when on maternity leave, providing they have been employed for two (2) years.. While on maternity leave employees shall accumulate sick days in accordance with contract formula.

d) Job to be held open for six (6) months.

The individuals shall be placed at the same position on the salary schedule that she would have attained had she been employed by the Township during such period.

e) Reimbursement up to seven hundred (\$700.00) dollars for medical expenses not covered by employees or spouses medical plan.

**ARTICLE 17 – BEREAVEMENT LEAVE**

558 a) In the event of death in the employee's immediate family, the employee shall be  
559 granted time off without loss of pay from the day of death or the day of the funeral, but in no  
560 event shall said leave exceed five (5) consecutive working days, one of which shall be the day of  
561 death or day of the funeral. Bereavement time shall be exclusive of scheduled days off and  
562 holidays.

563 b) The "immediate family" shall include husband, wife, parents, stepparents, brother,  
564 sister, grandparents, grandchildren and child, father-in-law and mother-in-law, **domestic partner**  
565 **and children of domestic partner.**

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

567 d) An employee may make a request of the Department Head or his designated  
568 representative for time off to attend a funeral separate and distinct from bereavement leave. Such  
569 request, if granted by the Department Head or his designated representative shall be charged at  
570 the option of the employee, either as a personal day or vacation day against accumulated  
571 compensatory time off.

572 e) In the event of the death of any employee's brother-in-law, sister-in-law, daughter-in-  
573 law, son-in-law, niece, nephew, grandmother-in-law, or grandfather-in-law or any relative living  
574 in the employee's household, the employee shall be granted time off without loss of pay from the  
575 day of the death or the day of the funeral, but in no event shall such leave exceed three (3)  
576 working days.

577 f) In the event of death of employee's aunt, uncle, or first cousin, the employee shall  
578 receive the day of the funeral only.

579  
580

**ARTICLE 18 – JURY LEAVE**

581           Any employee covered by this Agreement who is required to serve on a jury, shall be  
582 granted a leave of absence with pay to serve on said jury. During the time that he is serving on  
583 said jury, the employee shall receive his full pay from the Township.

584  
585

**ARTICLE 19 – MILITARY LEAVE**

586  
587

a) Any full-time employee covered by this Agreement who is a member of the United  
588 States Reserves, or a State National Guard, or any division of the Armed Services and is required  
589 to engage in annual active duty training or is called to active duty shall be granted a leave of  
590 absence in accordance with applicable State Law. The employee shall be entitled to be paid the  
591 difference between his regular Township salary and his military pay if the military pay is less  
592 than his regular gross Township pay for the period of military leave.

593           Taking of military leave shall not reduce any other leave earned by the employee.

594           b) Employee's family shall continue to be covered under the Township's medical  
595 plan while the employee is on approved military leave.

596           c) This shall not apply to any employee who voluntarily leaves the Township's  
597 employment to sign up for military service.

598 **ARTICLE 20 – CONVENTION LEAVES**

599  
600

a) An employee if the Township who is a duly authorized delegate of the Local  
601 Union may apply for a leave of absence to attend the International Convention, conferences and  
602 educational classes. Said leave of absence shall not exceed five (5) days for any employee in any  
603 calendar year, nor shall the number of people so authorized exceed two (2) in number. The  
604 employee receiving leave of absence to attend Union conferences as above described, shall be



605 entitled to be paid his or her wages during said leave, except that he shall not be paid for more  
606 than five (5) days per year.

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

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

611  
612 **ARTICLE 21 – UNPAID LEAVES OF ABSENCE**  
613

614           a)       The Township will grant an unpaid leave of absence to not more than one (1)  
615 employee from any Department, and for periods not to exceed ninety (90) calendar days.

616           b)       Employees are not entitled to receive a unpaid leave of absence to procure new  
617 employment elsewhere.

618           c)       Employees returning from authorized leaves of absence as set forth will be restored to  
619 their original classification at the then appropriate rate of pay, with no loss of seniority, or other  
620 employee rights, privileges, or benefits, provided however, that sick leave and vacation leave and  
621 longevity credits shall not accrue with exception of those on military leave.

622           d)       An employee on a non-health related unpaid leave of absence shall be informed that  
623 they will be responsible to pay health benefits in accordance with FMLA.

624  
625 **ARTICLE 22 – UNION REPRESENTATIVES**  
626

627           a)       The Township recognizes and shall deal with the accredited Union Shop Stewards or  
628 Assistant Shop Steward in all matters relating to grievances and interpretation of this Agreement.

629           b) A written list of Shop Stewards and Assistant Shop Stewards shall be furnished to the  
630 Employer immediately after their designation and the Union shall notify the Employer promptly  
631 of any changes of such Union Stewards.

632           c) The Township agrees to recognize a maximum of one (1) Shop Steward and one (1)  
633 Assistant Shop Steward selected by the Union. These individuals shall be granted a reasonable  
634 amount of time during regular working hours, without loss of pay, to present, discuss, and adjust  
635 grievances with the Township. Neither a Steward nor an Assistant Shop Steward shall leave  
636 their work without first obtaining the permission of their division head, which permission shall  
637 not be unreasonably withheld.

638 **ARTICLE 23 – BULLETIN BOARDS**

639           A section of each bulletin board shall be provided by the Township Administration for  
640 Union information. Nothing shall be posted on the bulletin board without prior approval of the  
641 Business Administrator and the Union agrees that it will not post anything of a derogatory nature  
642 to the Employer or information which would incite or provoke a job action.  
643

644 **ARTICLE 24 – HEALTH & WELFARE BENEFITS**

645           a) The Township agrees to carry hospitalization, medical and major medical insurance  
646 for the full time employees and their dependents as follows:  
647

648           1. Township of Monroe Medical Group Plan New Jersey Expanded Service Plan H,  
649 Coverage Code 655 including a \$4.00 Co-pay Prescription Plan effective January 1, 1990, or  
650 equivalent in place effective January 1, 2008 with the following prescription co-pays: \$5  
651 generic, \$15 name brand. Mail order co pays shall be \$10 generic, \$30 name brand. Retail  
652 supply shall be 30 days or 100 units whichever is greater, while mail order supply shall be for 90  
653 days. (At the time of the execution of this Agreement, employees are afforded the option of

654 Horizon Blue Cross/Blue Shield Traditional Plan or Aetna Healthcare Managed Care Plan in  
655 addition to the current optional chiropractic benefit).

656 Health benefits eligibility shall begin the first of the month in which the 90<sup>th</sup> day of full-  
657 time employment occurs. Coverage ceases at the end of the month in which employment  
658 terminates.

659 **Domestic Partners**

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

663 2. Township of Monroe Dental Service Plan as follows:

664 The following Dental Program is based upon the usual Customary and Reasonable Fee  
665 concept.

666	Benefits:	Preventive & Diagnostic	100%
667		Remaining Basic Benefits	80/20
668		Crowns & Gold Restoration	50/50
669		Prosthodontic Services	50/50
670			

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

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

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

677	Orthodontic Co-Payment	50/50
678		
679	Orthodontic Maximum-	\$1,000 lifetime per eligible family member
680		

681           3. Optical plan benefits apply according to the employee's enrollment in either the Aetna  
682 Plan or Benevision or such other plan as determined by the employer accordingly. The parties  
683 agree to review the union vision benefit for possible implementation.

684           4. The Township shall have the right to change insurance carriers so long as substantially  
685 similar benefits are provided. The Township shall provide the Shop Steward and the Union of  
686 United Service Workers, IUJAT, Local 255, with thirty (30) days written notice of such  
687 proposed change. A copy of such proposed policy shall be provided to the Union by the  
688 Insurance Carrier.

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

692           6. 1. Effective January 1, 1993 retirees with twenty five (25) years or more of service  
693 and spouse will be covered by hospitalization/prescription. Retirees, spouse and dependent  
694 children up to age twenty three (23) will also be covered. Also employees, spouses and  
695 dependent children up to the age of twenty three (23) who must retire on disability will also be  
696 covered. Dependent coverage up to age twenty-three (23) will be extended to retirees (if insurer  
697 mandates college student exemption, then this restriction would apply).

698           2. Effective January 1, 2008, the terms of Paragraph A shall be applied prospectively for  
699 active employees. Future retirees shall be maintained at the coverage levels and benefits in  
700 effect at the time of his/her retirement.

701           7. Survivor Benefits – Effective January 1, 1990, retirees with twenty five (25) years or  
702 more of service will be covered by Hospitalization/Prescription and also employees who must

703 retire on disability. Coverage for spouse and children up to the age of twenty three (23) will also  
704 be covered.

705 Upon demise of covered participant, the surviving spouse and dependent children up to  
706 the age of twenty three (23) are covered for the duration of their lifetime (spouse or domestic  
707 partner) or age 23 (dependent children) respectively.

708 8. Any employee opting out of the Employer's Major Medical, Chiropractic, Dental  
709 and/or Vision plans shall receive the "opt out payment", in lieu of benefits, no later than the  
710 second payroll in November. Effective 1/1/08 the opt out payment calculation shall be capped at  
711 fifty percent (50%) of the 2007 premium amounts.

712 9. Effective January 1, 2007 the township will provide all active full time employees  
713 with a \$20,000.00 life insurance policy.

714 **ARTICLE 25 – RULES AND REGULATIONS**

715  
716 The Township shall establish a POLICY AND PROCEDURES MANUAL which shall  
717 be equitably applied and enforced. Copies of the POLICY AND PROCEDURES MANUAL  
718 shall be distributed to all employees covered by this Agreement and to the Union. Any changes  
719 made in the POLICY AND PROCEDURES MANUAL shall be negotiated with the Union prior  
720 to making such changes. If no agreement is reached between the parties the terms of this  
721 Agreement shall continue to prevail.

722  
723 **ARTICLE 26 – ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS**

724  
725 a) An employee shall within three (3) working days of a written request to the Personnel  
726 Department, during the term of this Agreement, have an opportunity to review his personnel  
727 folder, in the presence of an appropriate official of the Personnel Department, to examine any  
728 criticism, commendation or evaluation of his work performance or conduct prepared by the

729 Township. He shall be allowed to place in such file a response of reasonable length to anything  
730 contained therein.

731 b) All Employees: Each regular written evaluation of work performance shall be  
732 reviewed with the employees and evidence of this review shall be the required signature of the  
733 employee on the evaluation form. Such signature not to be construed to mean agreement with  
734 the content of the evaluation unless such agreement is stated thereon.

735 c) Management and Supervisory personnel shall not use the prospect of issuing a poor  
736 evaluation to intimidate an employee during the course of his daily job performance. This  
737 paragraph shall not be construed to mean that a manager or supervisor cannot complete a poor  
738 evaluation for an employee whose performance is found less than satisfactory.

739 **ARTICLE 27 – SAVINGS CLAUSE**

740  
741 The Administration and the Union recognize and agree that all provisions of this  
742 Agreement are subject to law. In the event that any provision of the Agreement is rendered  
743 illegal or invalid under any applicable law or state or federal regulations, such illegality or  
744 invalidity shall effect only the particular provision which shall be deemed invalid and  
745 inoperative, but all other provisions of this Agreement shall continue in effect. The parties agree  
746 to immediately negotiate a substitute provision for the invalidated portion thereof.

747  
748 **ARTICLE 28 – PERSONAL DAYS**

749  
750 a) The Township recognizes that the nature of a personal day is intended to be used  
751 by employees to attend personal business. It is not intended to be used for leisure time or  
752 recreational activities when less than forty-eight (48) hours of notice is provided, and may be  
753 cause for denial.

754           b)       Employees covered by the provisions of this Agreement shall be entitled to four  
755 (4) days per year, of absence with pay for personal business. Said leave shall not be taken unless  
756 forty-eight (48) hours notice thereof has been given to the employee's supervisor. In the event  
757 that less than forty-eight (48) hours notice is given, said leave may be taken only upon  
758 authorization by said supervisor which can be denied for cause (i.e. manpower scheduling  
759 difficulty). Should an employee personal day request be denied by a supervisor, the employee  
760 may appeal the decision to the Director and/or Business Administrator, and, if necessary, to the  
761 grievance procedure.

762           c)       The Township reserves the right to deny requests with at least forty-eight (48)  
763 hours notice as conditions warrant, but authorization shall not be unreasonably withheld.

764           d)       Personal days not used cannot be carried over for the next calendar year, unless an  
765 employee is on extended sick leave and is unable to use carry-over personal time and at the  
766 discretion of the Business Administrator.

767           e)       Employees may take personal leave in one (1) hour increments. Communications  
768 Officers may take personal leave in two (2) hour increments when the leave is contiguous to the  
769 beginning or the end of an employee's shifts.

770

771

772

773 **ARTICLE 29 – DISCIPLINE AND DISCHARGE**

774

775           a)       An employee may be disciplined, suspended or discharged only for a just cause.

776           b)       Discharge cases may be processed at the third step of the grievance procedure.

777 c) Verbal reprimands older than twelve (12) months shall be removed from the  
778 employee's file and shall not be used in any further disciplinary actions provided no similar  
779 violations have occurred within the twelve (12) month period.

780  
781 **ARTICLE 30 – JOB POSTING**

782  
783 a) Existing or planned job vacancies will be posted for fourteen days and shall be  
784 posted on the bulletin board. The posting will include:

- 785 1. A description of the job.  
786 2. Qualifications required.  
787 3. Location of the vacancy.  
788 4. Procedures to be followed by employees interested in making application.

789  
790 **ARTICLE 31 – WORK OUT OF TITLE**

791  
792 A. Employees temporarily assigned to higher titles will receive the pay of the higher title  
793 for all days so assigned when such assignment takes place over a period of days.  
794 Assignments to a higher title can only be made through the approval of the  
795 supervisor. This provision shall not be invoked when such coverage is required to  
796 provide staffing and services required to accommodate vacation periods.

797 B. Department Head Fill In Pay-

798 1. Sr. EMT or EMS Operations Coordinator will receive \$75 per day on  
799 weekends when approved to fill in for the Department Head when the  
800 Department Head is on away on vacation or unavailable.

801 2. A Transportation Division Operation Coordinator will be paid \$25 per weekend  
802 day when buses are in operation. If a Transportation department employee physically  
803 reports for duty they shall be paid “call-in” pay in addition to the fill in pay.

804



805 **ARTICLE 32 – CONTRACTING AND SUB-CONTRACTING**

806  
807         During the term of this Agreement, the Township may contract or sub-contract any public  
808 work performed by employees covered by this Agreement, but only when such work exceeds the  
809 Township’s manpower, equipment and timely performance ability. In no case shall the  
810 contracting or sub-contracting of any public work mean the displacement of any employee from  
811 his scheduled hourly week’s work covered by this Agreement.

812  
813 **ARTICLE 33 – SAFETY AND HEALTH**

814  
815         The Employer and the Union shall each designate a Safety Committee member. It shall  
816 be their joint responsibility to investigate and correct unsafe and unhealthful conditions. They  
817 shall meet periodically as necessary to review conditions in general and to make  
818 recommendation to either or both parties when appropriate. The Safety Committee member  
819 representing the Union shall be permitted reasonable opportunity to visit work locations  
820 throughout the Employer’s facilities for the purpose of investigating safety and health conditions  
821 during working hours with no loss of pay.

822 **ARTICLE 34 – LABOR MANAGEMENT COMMITTEE**

823  
824         The Employer and the Union have recognized that cooperation between management and  
825 labor is indispensable to the accomplishment of sound and harmonious labor relations and shall  
826 jointly maintain and support a Labor-Management Committee.

827  
828 **ARTICLE 35 – FULLY BARGAINED PROVISION**

829  
830         a) The parties agree that they have fully bargained and agreed upon all terms and  
831 conditions of employment and that this Agreement represents and incorporated the complete and

832 final understanding and settlement by the parties of all bargainable issues which were or could  
833 have been the subject of negotiations.

834 b) Language Re-opener – At any time during the term of this Agreement either the  
835 Township or the Union may initiate meetings for the purpose of clarifying, modifying, or  
836 interpreting any portion of this Agreement that the initiating party feels may be unclear,  
837 inadequate, unnecessary, ambiguous, etc.

838 There will be no change in any existing language unless both parties agree and sign off  
839 on any proposed change or changes.

840

841 **ARTICLE 36 – SALARIES**

842

843 a) Salaries and wages for the job classifications outlined in Article 36 above for the year  
844 2008, 2009, 2010 are attached as Exhibit “A”.

845 b) A three thousand (\$3,000) dollar stipend per year for two (2) or more dispatchers on  
846 call for computer system emergencies.

847 c) Effective January 1, 2005, all new hires and promotions with steps shall be consistent  
848 with the anniversary date of hire or promotion.

849 d) Temporary part time employees will remain at Step 1 only to receive percent  
850 increase per year.

851 e) Permanent part time employees will progress through Step system, and if hired on  
852 a full time basis shall remain at the Step he/she are in when moving to full time status and  
853 progress from there on as full time employee.

854 f) **Animal Control Officers On Call** - Animal Control Officers will be required to  
855 alternately carry pagers. Animal Control Officers shall receive \$25 per day for each day on call.  
856 On call pay shall be paid during the month of December.

857

858

859

860 **ARTICLE 37 – WORK UNIFORM PROGRAM**

861

862 a) Bus Drivers: For all personnel required to wear a uniform, the Township will pay each  
863 member for the purchase and maintenance of the uniforms as follows: 2008- \$800, 2009-\$850,  
864 2010- \$900. This benefit shall be payable in two installments. The installments shall be payable  
865 the first payroll in March and the second payroll in September.

866 b) Uniform and maintenance allowance for communication officers, animal control  
867 officers, crossing guards shall be nine hundred dollars (\$900.00) in 2008/ninehundred twenty  
868 five dollars (\$925.00) in 2009/nine hundred fifty dollars (\$950.00) in 2010. This benefit shall be  
869 payable in two installments. The installments shall be payable the first payroll in March and the  
870 second payroll in September.

871 c) Uniform and maintenance allowance for EMT’s shall be one thousand dollars  
872 (\$1000.00) in 2008, one thousand twenty five dollars (\$1025.00) in 2009, and one thousand fifty  
873 dollars (\$1050.00) in 2010. This benefit will be paid as above.

874

875 **ARTICLE 38 – LONGEVITY**

876

877 a) Effective January 1, 2005 the Township will provide longevity compensation at the  
878 rate of:

879

880	Start of 5 Years	5.0%
881	Start of 10 Years	6.0%
882	Start of 15 Years	8.0%
883	Start of 20 Years	9.0%
884	Start of 25 Years	11%

885

886           Upon the signing of this Agreement, each covered employee with twenty (20) or more  
887 years of service with the Township of Monroe may, at his discretion, opt to have his longevity  
888 included into his annual base salary. Employees with more than 10 years of service and over age  
889 55 can opt to have his/her longevity included into his/her annual base salary (not to be used for  
890 overtime calculation). Those employees wishing to exercise this option must submit a written  
891 request to the Treasurer or designated authority no later than the first week in December prior to  
892 January 1<sup>st</sup> of the year for which the request is written.

893           If no request for change of longevity status is received by the Treasurer or designated  
894 authority, your longevity will be paid to you in the same manner as the preceding year. Those  
895 employees not interested or eligible to have their longevity incorporated into their base salaries  
896 will continue to receive their annual longevity paid in one check during the second payroll of  
897 November for the subject year of service.

898           b) For computation purposes, beginning of service shall be considered as January 1<sup>st</sup> of  
899 the subject year for all permanent full time employees beginning service between January 1<sup>st</sup> of  
900 the subject year and June 30<sup>th</sup> of that year; or July 1<sup>st</sup> of the subject year for all employees  
901 beginning service between July 1<sup>st</sup> of the subject year and December 31<sup>st</sup> of that year.

902           c) Part-time employees (ie. Crossing Guards) who currently receive pro-rated longevity  
903 benefits shall receive pro-rated service credit upon assuming full time employment.

904  
905 **ARTICLE 39 – GRIEVANCE PROCEDURE**  
906

907           Definition – Any grievance or dispute which may arise between the parties involving the  
908 application, meaning or interpretation of this Agreement.

909           **Step 1 – Informal Division Head**

910           Within five (5) days of the time a grievance arises or within five (5) days of the date  
911 when the grievant shall know of its occurrence, the employee either directly or accompanied by a  
912 steward will present the grievance in writing to the Division Head. Within three (3) working  
913 days after presentation of the grievance, the Division Head will render a written decision to the  
914 employee and the steward.

915

916           **Step 2 – Formal Department Head**

917           Within five (5) days of the written answer from the Division Head, if the grievance is not  
918 resolved, the employee shall file a written grievance to the Department Head outlining the  
919 employee’s exceptions to the Division Head’s decision. The Department Head will arrange a  
920 meeting with the employee and the Local Union Shop Steward not later than five (5) working  
921 days towards the end of attempting to resolve the grievance. The Department Head shall give  
922 written answer to the employee and Shop Steward not later than five (5) working days.

923           **Step 3 – Formal Business Administrator**

924           Within ten (10) days of the written answer, if the grievance is not resolved, it shall be  
925 filed with the Business Administrator noting all exceptions to previous decisions. Within ten  
926 days of receipt, the Business Administrator will arrange a meeting at a mutually agreeable time  
927 and place (unless otherwise agreed to by both parties).

928           The aggrieved party, the Shop Steward, and one Union Business Representative shall be  
929 entitled to be present at the meeting. The Business Administrator shall give a written answer to  
930 the grievance of the employee and the Union within ten (10) working days after the meeting, or  
931 within such additional period of time that may be mutually agreed upon.

932 A group grievance, one that may affect a group of employees, may be presented by the  
933 Union at Step 3. Any grievance not processed to the next Step in Grievance Procedure within  
934 the time limits provided for such proceeding shall be deemed to have been waived and  
935 abandoned by the moving party unless the time limit has been mutually extended.

936

937

938

939

940 **ARTICLE 40 – ARBITRATION**

941

942 If the grievance procedure set forth in Article 39 does not result in a satisfactory  
943 determination, arbitration may be requested upon completion of the procedures set forth under  
944 Article 39.

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

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

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

960 **ARTICLE 41 – PART-TIME EMPLOYEES**

961	<b>20-29 hours/week</b>	<b>Less than 20 hours/week</b>
962	<b>Excluded from:</b>	<b>Excluded from:</b>
963	Health Benefits	Health Benefits
964	Life Insurance	Life Insurance
965		Personal Days
966	Longevity	Longevity and any other benefits
967		
968	<b>20 – 29 hours/week</b>	<b>School Crossing Guards</b>
969	<b>Entitled to:</b>	<b>16 ¼ to 24 hours/week:</b>
970	Pro-rated Sick Leave	Pro-rated Sick Leave
971	Pro-rated Holidays	Pro-rated Holidays
972	Pro-rated Vacations	Pro-rated Vacation
973	Pro-rated personal days	Pro-rated Longevity
974		Pro-rated Personal Days
975		\$20,000 Life Insurance Policy (2007)
976		
977		
978		

979  
980 **ARTICLE 42 – EDUCATION BENEFITS**

981  
982 a) The Township encourages the exploration of relevant training programs and will  
983 consider payment of reasonable costs for enrollment in seminars and training courses related to  
984 an employee's area of services to the Township. Consideration of payment by the Township will  
985 require that the employee explore available courses to be offered and discuss these programs and  
986 costs with their supervisor to insure that the appropriate budget considerations are made to allow  
987 for these expenses. No employee shall be entitled to consideration of payment for course costs  
988 unless they have received the written consent of their Division and Department Head.

989 **ARTICLE 43 – TERMINATION/NEGOTIATIONS PROCEDURE**

990  
991 a) This Agreement shall be effective as of January 1, 2008 and shall remain in  
992 full force and effective until December 31, 2010.

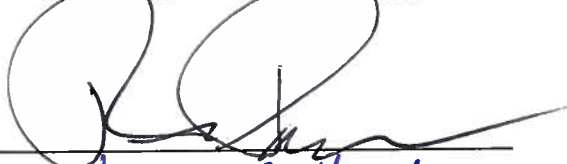
993 The Union shall submit, in writing, its demand for collective negotiations with the  
994 Township no later than September 1<sup>st</sup> of the calendar year preceding the expiration period of the  
995 existing Agreement. The parties agree to commence negotiations at reasonable times thereafter  
996 to negotiate in accordance with Chapter 303 Public Laws of 1968 and its successors.


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

999 **IN WITNESS WHEREOF**, the parties have entered into this Agreement and caused  
1000 same to be executed by its respective officers or agents this \_\_\_\_\_ day of  
1001 \_\_\_\_\_ 2008.



1002 **FOR TOWNSHIP OF MONROE**

**FOR UNITED SERVICE WORKERS, IUJAT,  
LOCAL 255**

1003  
1004  
1005   
1006 Wayne R. Hunt  
1007 \_\_\_\_\_

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1008 **LOCAL 255 UNION COMMITTEE**

1009   
1010 Patricia Ryan  
  
1011 Kim Drake  
1012 \_\_\_\_\_



**WHITE COLLAR SALARY AND WAGES**

<b>POSITION</b>	<b>Step1 2008</b>	<b>Step2 2008</b>	<b>Step3 2008</b>	<b>Step 4 2008</b>
Account Clerk	31,222	32,534	33,910	35,351
Assessing Clerk	28,453	29,625	30,854	32,149
Assistant Ambulance Billing Coord.			47,399	52,878
Accounts Payable/Budget Clerk	32,534	33,911	35,357	36,893
Animal Control Officer	34,195	41,609	49,025	56,441
Bus Driver	32,217	33,577	35,005	37,112
Chief Violations Clerk	35,656	37,230	38,962	40,871
Clerk	27,182	28,292	29,453	30,674
Clerk Typist	28,023	29,174	30,377	31,647
Coordinator CIRC & Tech. Services	43,142	45,197	46,927	49,895
DPW Office Coordinator	46,907	49,252	51,597	53,943
Emergency Medical Technician	33,360	43,574	46,023	48,323
Evidence Custodian - Permanent P.T.	22.05			
Office Coordinator/Secy.	43,142	45,197	46,927	49,895
Inter Library Loan/Hold Tech.	41,720	43,323	44,964	46,589
Junior Library Assistant - P.T.	13.89	14.45	15.02	19.71
Library Aide	10.46	10.89	11.32	11.75
Library Circulation Assistant PT	13.89	14.45	15.02	15.63
Library Technical Services Asst. PT	13.89	14.45	15.02	15.63
Library Youth Services Asst. PT	13.89	14.45	15.02	15.63
Library Reference Asst. PT	13.89	14.45	15.02	15.63
Library Circulation Assistant Full	31,577	32,321	34,302	35,770
Library Technical Services Asst.	31,577	32,321	34,302	35,770
Library Youth Services Asst.	31,577	32,321	34,302	35,770
Library Reference Asst.	31,577	32,321	34,302	35,770
Operations Co-ord/ Sr. EMT	55,204	57,759	60,315	62,868
Outreach Coordinator	42,708	44,842	47,078	49,448
Payroll Clerk	33,706	35,142	36,649	39,447
Police Records Coordinator	43,142	45,197	46,927	49,895
Principal Account Clerk/Purchasing w/ Rpps	45,398	46,036	46,676	47,314
Public Relations Coordinator	37,728	39,509	41,465	42,256
Records Clerk	30,262	31,529	32,855	34,243
School Crossing Guard	14.47	16.33	18.09	20.52
Secretary I	36,398	38,048	39,863	41,856
Secretary II	32,217	33,581	35,005	36,500
Senior Account Clerk	36,366	38,007	39,820	41,805
Senior Account Payable/Budget Clerk	47,634	50,011	52,110	56,681
Senior Assessing Clerk	33,501	34,926	36,419	38,152
Senior Bus Driver	37,611	39,380	41,324	43,387
Senior Clerk	31,957	33,304	34,716	36,202
Senior Clerk Typist	32,978	34,377	35,843	37,391
Sr. Emergency Medical Technician			47,399	52,878
Senior Library Circulation Asst.	34,664	36,088	37,602	39,143
Senior Library Technical Ser. Asst.	34,664	36,088	37,602	39,143
Senior Library Youth Services Asst.	34,664	36,088	37,602	39,143
Senior Library Reference Asst.	34,664	36,088	37,602	39,143
Senior Payroll Clerk/Pensions & Benefits	46,907	49,252	51,597	56,198
Senior Records Clerk	35,206	36,734	38,422	40,281
Senior Tax Clerk	33,501	34,926	36,419	38,152
Supervisory Library Circulation Asst.	41,720	43,323	44,964	46,589
Supervisory Library Tech. Ser. Asst.	41,720	43,323	44,964	46,589
Supervisory Library Youth Ser. Asst.	41,720	43,323	44,964	46,589
Supervisory Library Reference Asst.	41,720	43,323	44,964	46,589
Tax Clerk	28,452	29,622	30,854	32,149
Tech. Assistant to Construction Official	43,142	45,197	46,927	49,895
Telecommunications Officer	43,790	45,955	48,229	52,032
Transportation Coordinator	38,615	40,492	42,516	44,645
Violations Clerk	32,978	34,377	35,843	37,391

**WHITE COLLAR SALARY AND WAGES**

<b>POSITION</b>	<b>Step1 2009</b>	<b>Step2 2009</b>	<b>Step3 2009</b>	<b>Step 4 2009</b>
Account Clerk	32,549	33,917	35,351	36,853
Assessing Clerk	29,662	30,884	32,165	33,515
Assistant Ambulance Billing Coord.			49,413	55,125
Accounts Payable/Budget Clerk	33,917	35,352	36,860	38,461
Animal Control Officer	35,648	43,377	51,109	58,840
Bus Driver	33,586	35,004	36,493	38,689
Chief Violations Clerk	37,171	38,812	40,618	42,608
Clerk	28,337	29,494	30,705	31,978
Clerk Typist	29,214	30,414	31,668	32,992
Coordinator CIRC & Tech. Services	44,976	47,118	48,921	52,016
DPW Office Coordinator	48,901	51,345	53,790	56,236
Emergency Medical Technician	34,778	45,426	47,979	50,377
Evidence Custodian - Permanent P.T.	22.99			
Office Coordinator/Secy.	44,976	47,118	48,921	52,016
Inter Library Loan/Hold Tech.	43,493	45,164	46,875	48,569
Junior Library Assistant - P.T.	14.48	15.06	15.66	20.55
Library Aide	10.90	11.35	11.80	12.25
Library Circulation Assistant PT	14.48	15.06	15.66	16.29
Library Technical Services Asst. PT	14.48	15.06	15.66	16.29
Library Youth Services Asst. PT	14.48	15.06	15.66	16.29
Library Reference Asst. PT	14.48	15.06	15.66	16.29
Library Circulation Assistant Full	32,919	33,695	35,760	37,290
Library Technical Services Asst.	32,919	33,695	35,760	37,290
Library Youth Services Asst.	32,919	33,695	35,760	37,290
Library Reference Asst.	32,919	33,695	35,760	37,290
Operations Co-ord/ Sr. EMT	57,550	60,214	62,878	65,540
Outreach Coordinator	44,523	46,748	49,079	51,550
Payroll Clerk	35,139	36,636	38,207	41,123
Police Records Coordinator	44,976	47,118	48,921	52,016
Principal Account Clerk/Purchasing w/ Rpps	47,327	47,993	48,660	49,325
Public Relations Coordinator	39,331	41,188	43,227	44,052
Records Clerk	31,548	32,869	34,251	35,698
School Crossing Guard	15.08	17.02	18.86	21.39
Secretary I	37,945	39,665	41,557	43,635
Secretary II	33,586	35,008	36,493	38,051
Senior Account Clerk	37,912	39,622	41,512	43,582
Senior Account Payable/Budget Clerk	49,658	52,136	54,325	59,090
Senior Assessing Clerk	34,925	36,410	37,967	39,773
Senior Bus Driver	39,209	41,054	43,080	45,231
Senior Clerk	33,315	34,719	36,191	37,741
Senior Clerk Typist	34,380	35,838	37,366	38,980
Sr. Emergency Medical Technician			49,413	55,125
Senior Library Circulation Asst.	36,137	37,622	39,200	40,807
Senior Library Technical Ser. Asst.	36,137	37,622	39,200	40,807
Senior Library Youth Services Asst.	36,137	37,622	39,200	40,807
Senior Library Reference Asst.	36,137	37,622	39,200	40,807
Senior Payroll Clerk/Pensions & Benefits	48,901	51,345	53,790	58,586
Senior Records Clerk	36,702	38,295	40,055	41,993
Senior Tax Clerk	34,925	36,410	37,967	39,773
Supervisory Library Circulation Asst.	43,493	45,164	46,875	48,569
Supervisory Library Tech. Ser. Asst.	43,493	45,164	46,875	48,569
Supervisory Library Youth Ser. Asst.	43,493	45,164	46,875	48,569
Supervisory Library Reference Asst.	43,493	45,164	46,875	48,569
Tax Clerk	29,661	30,881	32,165	33,515
Tech. Assistant to Construction Official	44,976	47,118	48,921	52,016
Telecommunications Officer	45,651	47,908	50,279	54,243
Transportation Coordinator	40,256	42,213	44,323	46,542
Violations Clerk	34,380	35,838	37,366	38,980

**WHITE COLLAR SALARY AND WAGES**

<b>POSITION</b>	<b>Step1 2010</b>	<b>Step2 2010</b>	<b>Step3 2010</b>	<b>Step 4 2010</b>
Account Clerk	33,932	35,358	36,853	38,419
Assessing Clerk	30,923	32,197	33,532	34,939
Assistant Ambulance Billing Coord.			51,513	57,468
Accounts Payable/Budget Clerk	35,358	36,854	38,427	40,096
Animal Control Officer	37,163	45,221	53,281	61,341
Bus Driver	35,013	36,492	38,044	40,333
Chief Violations Clerk	38,751	40,462	42,344	44,419
Clerk	29,541	30,747	32,010	33,337
Clerk Typist	30,456	31,707	33,014	34,394
Coordinator CIRC & Tech. Services	46,887	49,121	51,000	54,227
DPW Office Coordinator	50,979	53,527	56,076	58,626
Emergency Medical Technician	36,256	47,357	50,018	52,518
Evidence Custodian - Permanent P. T.	23.97			
Office Coordinator/Secy.	46,887	49,121	51,000	54,227
Inter Library Loan/Hold Tech.	45,341	47,083	48,867	50,633
Junior Library Assistant - P. T.	15.10	15.70	16.32	21.42
Library Aide	11.37	11.84	12.30	12.77
Library Circulation Assistant PT	15.10	15.70	16.32	16.99
Library Technical Services Asst. PT	15.10	15.70	16.32	16.99
Library Youth Services Asst. PT	15.10	15.70	16.32	16.99
Library Reference Asst. PT	15.10	15.70	16.32	16.99
Library Circulation Assistant Full	34,318	35,127	37,280	38,875
Library Technical Services Asst.	34,318	35,127	37,280	38,875
Library Youth Services Asst.	34,318	35,127	37,280	38,875
Library Reference Asst.	34,318	35,127	37,280	38,875
Operations Co-ord/ Sr. EMT	59,996	62,773	65,550	68,325
Outreach Coordinator	46,415	48,735	51,165	53,741
Payroll Clerk	36,632	38,193	39,831	42,871
Police Records Coordinator	46,887	49,121	51,000	54,227
Principal Account Clerk/Purchasing w/ Rpps	49,338	50,033	50,728	51,421
Public Relations Coordinator	41,003	42,938	45,064	45,924
Records Clerk	32,889	34,266	35,707	37,215
School Crossing Guard	15.73	17.75	19.66	22.30
Secretary I	39,558	41,351	43,323	45,489
Secretary II	35,013	36,496	38,044	39,668
Senior Account Clerk	39,523	41,306	43,276	45,434
Senior Account Payable/Budget Clerk	51,768	54,352	56,634	61,601
Senior Assessing Clerk	36,409	37,957	39,581	41,463
Senior Bus Driver	40,875	42,799	44,911	47,153
Senior Clerk	34,731	36,195	37,729	39,345
Senior Clerk Typist	35,841	37,361	38,954	40,637
Sr. Emergency Medical Technician			51,513	57,468
Senior Library Circulation Asst.	37,673	39,221	40,866	42,541
Senior Library Technical Ser. Asst.	37,673	39,221	40,866	42,541
Senior Library Youth Services Asst.	37,673	39,221	40,866	42,541
Senior Library Reference Asst.	37,673	39,221	40,866	42,541
Senior Payroll Clerk/Pensions & Benefits	50,979	53,527	56,076	61,076
Senior Records Clerk	38,262	39,923	41,757	43,778
Senior Tax Clerk	36,409	37,957	39,581	41,463
Supervisory Library Circulation Asst.	45,341	47,083	48,867	50,633
Supervisory Library Tech. Ser. Asst.	45,341	47,083	48,867	50,633
Supervisory Library Youth Ser. Asst.	45,341	47,083	48,867	50,633
Supervisory Library Reference Asst.	45,341	47,083	48,867	50,633
Tax Clerk	30,922	32,193	33,532	34,939
Tech. Assistant to Construction Official	46,887	49,121	51,000	54,227
Telecommunications Officer	47,591	49,944	52,416	56,548
Transportation Coordinator	41,967	44,007	46,207	48,520
Violations Clerk	35,841	37,361	38,954	40,637

To: Lilian Issacs

From: Gail Feist *G. Feist*

Date: October 17, 2001

Re: Vacation Time

---

The Department of Treasury will no longer pro-rate vacation time based on actual starting date after the 1<sup>st</sup> year of employment.

As of 2001 when the pro-rating took effect I have reformulated the vacation time for those affected. Please adjust your records accordingly.

<u>Department</u>		<u>1/1/01</u> <u>2001</u>	<u>10/17</u> <u>2001</u>
Library	Kristine Baylis	12.5 days	15 days
	Marlene Cohen	11.26	15
	Betty Lou Selby	17.66	18
Police	Frank Andreanszky	23.11	26
	Dianne Blundell		20
	James Byrne	22.36	24
	Joseph Chervenyak	17.78	20
	Donald Collins	17.78	20
	Joan Gottschalk	22.35	24
	Kenneth Gross	23.11	26
	Christian Hays	16	18
	Raymond Helge	21.33	24
	John Kurczeski	23.11	26
	Lawrence Linke	22.36	24
	Michael Lloyd	17.78	20
	Christian Mariano	17.78	20
	Christopher Mullen	16	18
	John Painter	17.78	20
	Thomas Rudolph	21.33	24
	Keith Saloom	10.72	15
	Brian Sanchez	17.78	20
	John Strych	15.11	18
	John Zupan	13.33	15
Diane Kotlarchick	17.5	18	
Camille Laviola	13.75	15	
Saivette Martinez	21.33	20 18	

*Time taken back*

**Addendum A – Transportation**

1. Bus Driver – CDL

<u>2008</u>	<u>2009</u>	<u>2010</u>
\$ 750.00	\$ 750.00	\$ 750.00

2. No supervisor shall do bargaining unit work which results in the loss of any economic benefit to the Bus Drivers. Overtime shall first be offered to bargaining unit members. In the event no bargaining unit member is available for overtime management may perform bargaining unit work.
3. The Township shall reimburse employees for the cost of CDL license renewal.
4. CDL stipend shall also be extended to the bookmobile driver, providing that employee has a CDL license.
5. Payment shall be made in two equal installments. The first payment shall be made no later than the second pay of July. The second payment shall be made no later than the second pay in December.

**Addendum B - Reclassification Committee**

- a) Any employee seeking to be reclassified/upgraded shall first make the request in writing to their respective department head.
- b) In the event the request is denied the employee may bring the request to the union. The union shall convene a meeting between the Business Administrator, the union, and the **employees to discuss the request.**
- c) Requests for promotions shall remain a managerial prerogative. Requests involving working out of title allegations may be submitted to the grievance procedure subject to scope of negotiation petitions to the New Jersey Public Employment Relations Commission (PERC).

## **Amendment Pertaining to Communications Officers Only**

### **Section 1 – Overtime Procedure:**

Overtime shall be defined as work in excess of eight (8) hours in a day or on a regular day off. When a shift does not have a Dispatcher for any reason (ie: sick, vacation, etc.) that shift will be covered by the outgoing Dispatcher (hang four (4) hours) and the incoming Dispatcher (early four (4) hours). When there are more than one Dispatcher on a shift they will alternate the overtime. An overtime log book will be kept to record this.

If for any reason the shift cannot be covered by the outgoing or the incoming Dispatcher an off duty Dispatcher will be called in on a rotating basis, which will be kept in a log book. If a Dispatcher cannot come in for whatever reason he or she will lose their turn and the next Dispatcher will be called. All attempts will be made by the Dispatcher on duty to contact a Dispatcher prior to offering the overtime to any other police personnel.

### **Section 2 – Holiday Pay**

Employees shall receive straight time pay for all fourteen (14) paid holidays for the particular calendar year with the payment of holiday pay to be made in the month of December in said calendar year.

### **Section 3**

Holiday pay shall be incurred on the actual holiday versus the day observed by the Administration in accordance with the PBA contract.

## Appendix B

The Memorandum of Agreement is by and between United Service Workers, Local 255, IUJAT (the Union) and the Township of Monroe (Township). This Memorandum represents the full agreement regarding the implementation of regularly scheduled Sunday hours and the application of Article 10 Paragraph H (forced closings) regarding full and part time employees in the Library.

The parties agree as follows:

1. All full and part time employees working Sunday shall be paid a Sunday premium of double time or two times their hourly rate of pay for all hours.
2. In the event of a Sunday closing, an employee scheduled to work shall receive their regular Sunday premium for all hours scheduled and not worked.
3. When an employee is scheduled to work on Sunday as part of their regular work week they may utilize approved time off on Sunday but shall only receive their regular straight time hourly rate. If an employee is putting in additional hours over and above their regularly scheduled hours and do not show up for work, there is no pay and they do not utilize their time.
4. Full time employees remaining on duty pursuant to Article 10, Paragraph H, shall receive the contractual overtime rate (double time). Part time library employees are not eligible for overtime under Article 10, par. H and shall continue to receive straight time pay for forced closings on days with the exception of 2 above.
5. No other portion of the collective bargaining agreement is affected by this Agreement.



MONROE TOWNSHIP, MIDDLESEX COUNTY

ORDINANCE NO.: 0-3-2008-003

2008 – 2010 WHITE COLLAR WORKER SALARY AND WAGE ORDINANCE  
FOR THE TOWNSHIP OF MONROE, MIDDLESEX COUNTY

ORDINANCE OF THE MONROE TOWNSHIP COUNCIL  
FIXING THE SALARIES AND WAGES FOR VARIOUS OFFICIALS AND EMPLOYEES  
OF THE TOWNSHIP OF MONROE, COUNTY OF MIDDLESEX, AND  
PROVIDING FOR THE MANNER OF PAYMENT THEREOF  
AND RATIFYING SALARIES AND PAYMENTS TO EMPLOYEES AND OFFICIALS  
PREVIOUSLY PAID

**BE IT ORDAINED** by the Township Council of the Township of Monroe, County of Middlesex, State of New Jersey as follows:

**SECTION 1.** The following annual salaries, wages and fees, as attached hereto and made a part hereof, shall be paid to the various members of the White Collar Workers of the Township of Monroe as hereinafter specified, retroactive to January 1, 2008.

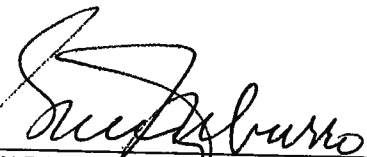
**SECTION 2.** The Mayor and Township Clerk be and are hereby authorized to execute the Collective Bargaining Agreement between the Township of Monroe and United Service Workers of America, TCU, Local 255.

**SECTION 3.** All Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance shall be and the same are hereby repealed.

**SECTION 4.** If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision so adjudged and the remainder of the Ordinance shall be deemed valid and effective.

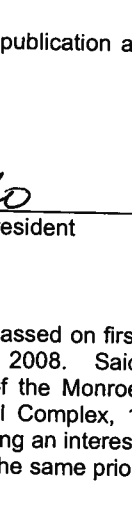
**SECTION 5.** This Ordinance shall take effect upon final passage and publication as provided by law.

**SO ORDAINED**, as aforesaid.

  
GERALD W. TAMBURRO, Council President


**NOTICE**

Notice is hereby given that the foregoing Ordinance was introduced and passed on first reading at a meeting of the Monroe Township Council held on February 6, 2008. Said Ordinance will again be read and considered for final passage at a meeting of the Monroe Township Council to be held on March 3, 2008 at 7:30 p.m. in the Municipal Complex, 1 Municipal Plaza, Monroe Twp., NJ 08831. At said time and place all persons having an interest in the foregoing Ordinance will be granted an opportunity to be heard concerning the same prior to its consideration for final passage by Council.

  
SHARON DOERFLER, Township Clerk

**MAYORAL APPROVAL**

By virtue of the Optional Municipal Charter Law of 1950 and Chapter 3, Section 19 of the Code of the Township of Monroe, my approval of this Ordinance is effected by the affixing of my signature hereto.

  
RICHARD PUCCI, Mayor

DATE SIGNED 3-7-08