

6-05-96

AGREEMENT

S. P. B.

BETWEEN

Blue Collar

TOWNSHIP OF MONROE
DPW

AND

LOCAL 911
INTERNATIONAL UNION OF PRODUCTION,
CLERICAL & PUBLIC EMPLOYEES

EFF. JAN. 1, 1996 THROUGH DEC. 31, 1998

TABLE OF CONTENTS

ARTICLE 1.	PREAMBLE	1
ARTICLE 2.	RECOGNITION	1
ARTICLE 3.	DUES CHECK OFF AND AGENCY SHOP	1
ARTICLE 4.	MANAGEMENT RIGHTS	2
ARTICLE 5.	NO STRIKE PLEDGE	2
ARTICLE 6.	NON-DISCRIMINATION	3
ARTICLE 7.	SENIORITY	3
ARTICLE 8.	PROVISIONAL STATUS	4
ARTICLE 9.	CALL-BACK PAY	5
ARTICLE 10.	OVERTIME	5
ARTICLE 11.	HOLIDAYS	6
ARTICLE 12.	VACATIONS	7
ARTICLE 13.	REST PERIODS	7
ARTICLE 14.	SICK LEAVE	8
ARTICLE 15.	PAYMENT OF ACCUMULATED SICK LEAVE	9
ARTICLE 16.	EXTENDED SICK LEAVE	9
ARTICLE 17.	MATERNITY LEAVE	10
ARTICLE 18.	BEREAVEMENT LEAVE.	10
ARTICLE 19.	JURY LEAVE	11
ARTICLE 20.	MILITARY LEAVE	11
ARTICLE 21.	CONVENTION LEAVES	12
ARTICLE 22.	NON-PAID LEAVES OF ABSENCE	12
ARTICLE 23.	UNION REPRESENTATIVES	12
ARTICLE 24.	BULLETIN BOARDS	13
ARTICLE 25.	HEALTH AND WELFARE BENEFITS	13
ARTICLE 26.	RULES AND REGULATIONS	14
ARTICLE 27.	ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS	14

ARTICLE 28.	SAVINGS CLAUSE	15
ARTICLE 29.	PERSONAL DAYS	15
ARTICLE 30.	DISCIPLINE AND DISCHARGE	15
ARTICLE 31.	JOB POSTING	15
ARTICLE 32.	WORK OUT OF TITLE	16
ARTICLE 33.	SAFETY AND HEALTH	16
ARTICLE 34.	LABOR MANAGEMENT COMMITTEE	16
ARTICLE 35.	FULLY-BARGAINED PROVISION	16
ARTICLE 36.	SALARIES	16
ARTICLE 37.	TERMINATION	17
ARTICLE 38.	WORK UNIFORM PROGRAM	17
ARTICLE 39.	LONGEVITY	18
ARTICLE 40.	GRIEVANCE PROCEDURE	18
ARTICLE 41.	ARBITRATION	19
ARTICLE 42.	PART TIME EMPLOYEES	20
ARTICLE 43.	EDUCATION BENEFITS	20
ARTICLE 44.	SNOW DAYS	21
ARTICLE 45.	DURATION OF AGREEMENT	21
	WAGE & SALARY ORDINANCE	22
	AMENDMENT	28

ARTICLE 1
PREAMBLE

This Agreement entered into this 1st day of January 1996, between the Township of Monroe, hereafter referred to as the Township, and the International Union of Production, Clerical & Public Employees, Local 911, P.O. Box 278, Cliffside Park, New Jersey, 07010, hereafter referred to as the Union. This Agreement shall be in effect from January 1, 1996 to and including December 31, 1998.

ARTICLE 2
RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining agent with regard to rates of pay, hours of work and other conditions of employment for all blue collar employees employed by the Employer in the Department of Public Works, but excluding all clerical employees, supervisors, Managerial Executives and Confidential employees, and for such additional or deleted classifications as the parties may later agree to add or delete.

ARTICLE 3
DUES CHECK OFF AND AGENCY SHOP

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

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

C. The Union will provide the necessary check-off authorization forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the designated Township officials, as provided in N.J.S.A. 52:14-15.9(e) as amended. The Union shall indemnify, defend, and save the Township harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Township in reliance upon the salary deduction authorization cards submitted by the Union to the Township.

D. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee

previously employed within the unit who does not join, within ten (10) days of reentry into employment within the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The Representation Fee shall be in amount up to eighty five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the Employees in the Unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer. For the purpose of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

E. It is understood that the Union has a provision in the International constitution which provides a procedure whereby a person paying a fee under an Agency Shop Agreement may obtain a rebate for that portion of his fee which is used for partisan political or ideological purposes.

F. International Union of Production, Clerical & Public Employees Local 911 shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13a-5.5(c) and 5.6, and membership in International Union of Production, clerical & Public Employees Local 911 shall be available to all employees in the unit on an equal basis at all times. In the event International Union of Production, Clerical & Public Employees Local 911 fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making said deductions.

ARTICLE 4
MANAGEMENT RIGHTS

The International Union of Production, Clerical & Public Employees, Local 911, recognizes the administration of rights, duties and authority to manage and control the employees of the administration pursuant to the authority conferred on it by the State of New Jersey, and all applicable local, State and Federal Laws. The administration retains and reserves all rights of management and control of the employees of the administration.

ARTICLE 5
NO STRIKE PLEDGE

A. The Union covenants and agrees that during the terms of this Agreement, neither the Union nor any person acting on its behalf, will cause, authorize and support or condone, nor will any of its members take part in any (i.e., the concerted failure to

report for duty, or willful absence of any employee from his position or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement. The Township agrees not to lock out any employees.

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

ARTICLE 6
NON-DISCRIMINATION

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

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

ARTICLE 7
SENIORITY

A. A newly appointed permanent employee shall be considered probationary for a period of sixty (60) days.

B. Seniority shall be defined as an employees's length of service with the Township administration beginning with the employee's date of permanent assignment following his sixty (60) calendar day probationary period. Upon completion of the probationary period, seniority shall accumulate until there is a break in service.

C. An employee shall be considered to have job classification seniority with the Department in which he or she is working upon successful completion of the sixty (60) calendar day probationary period for that job. Job classification seniority shall accumulate until there is a break in service.

D. A break in continuous job classification service occurs when an employee resigns, is discharged for cause, or retires. Seniority in a new job classification status shall not accrue following promotion until the individual has successfully completed a sixty (60) calendar day probationary period in the new job

classification. Promoted employees shall continue to accrue seniority in their previous job classification during the sixty (60) calendar day probationary period in the new job classification.

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

F. An employee who is reinstated after a period of layoff shall continue to accumulate seniority exclusive of the period of layoff.

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

H. Promotions are to be made solely on the basis of merit and qualifications. Existing or anticipated job vacancies will be posted on bulletin boards in accordance with Article 31 - JOB POSTING of this contract. Determination of qualifications and merit shall be made by the Administration and the Union as they apply to positions represented by Local 911, I.U. of P.C.P.E. Where a situation exists in which an existing township employee applies for a given position and has qualifications equal to the application of a non-Township employee or another Township employee, seniority shall be the determining factor in the selection of the applicant.

ARTICLE 8 PROVISIONAL STATUS

A. All newly hired employees shall be subject to a sixty (60) calendar day period of PROVISIONAL EMPLOYMENT. The purpose of said period of PROVISIONAL EMPLOYMENT is to enable the Township to evaluate the employee's work performance and conduct in order to determine whether the employee merits permanent employment status and also for the opportunity for the Township to review its needs for the staffing and to review its final situation. If, at any time during or at the end of the PROVISIONAL EMPLOYMENT period, the conduct and/or performance of the employee is found to be unsatisfactory by the Township, or the Township deems it does not need or can afford the position, the Township may terminate the employee. The decision of the Township regarding the termination of the employee shall not be subject to the Grievance Procedure.

B. When a new employee finishes his probationary period, his seniority shall revert back to the first day of employment.

ARTICLE 9
CALL-BACK PAY

A. Any full time employee who is called back to work after completing the regular shift and has left his place of work shall be guaranteed a minimum of four (4) hours work at time and one-half, provided such hours do not overlap into the employee's regular working hours. The employee may opt to waive his four (4) hour compensation at time and one-half if he elects to leave work at the completion of the specific task he was called in for as opposed to staying and completing additional tasks to fill the four (4) hour period. Supervisors shall have the opportunity to request that employees invoking the four (4) hour minimum compensation at time and one-half stay and perform services within their job classification for that four (4) hour period.

B. Call-back pay hours shall not overlap into the employee's regular working hours. Employees shall be required to work all hours in addition to the four (4) hour minimum guarantee, which are required by the employee's supervisor.

C. When an employee is required to work more than three (3) hours past the normal work day, the employee shall be entitled to one half (½) hours dinner period at no loss of pay.

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

ARTICLE 10
OVERTIME

A. A work week is defined as forty (40) hours per week, eight (8) hours per day, Monday through Friday.

B. Any work performed over eight (8) hours in any given day shall be paid at one and one half (1½) times the employee's regular rate of pay.

B.1. Any work performed on Saturday shall automatically be paid at one and one half (1½) times the employee's regular rate of pay.

B.2. Any work performed on Sunday shall automatically be paid at two (2x) times the employee's regular rate of pay.

B.3. Snow removal/Flood Control - In order to receive one and one half (1½) times pay rate for regularly scheduled work day you must work a continuous eight (8) hours prior to your regular schedule stating time, and only pertaining to actual time worked.

TOWNSHIP OF MONROE - DPW**LOCAL 911****C. Overtime and Lunch Money**

1996 - \$6.50
 1997 - \$6.50
 1998 - \$6.50

An employee who works his regular shift and then must go on overtime shall be entitled to one half (½) hour lunch period with no loss of pay, plus the meal allowance. Every four (4) hours thereafter, he shall be entitled to another one half (½) hour lunch period, plus the meal allowance spelled out above, payable by Municipal Voucher through the Requisition process. There shall be no retroactive compensation for items covered in this paragraph. All employees including those that work a schedule less than those hours specified above shall be compensated at time and one half (1½) for work performed on Saturday and double time (2x) for Sunday of any work week.

D. Any employee required to work on a holiday shall be paid at two and one half (2½) times the employee's regular rate of pay for all hours worked on a holiday which shall include the holiday pay.

E. The approval of the Supervisor of Public Works must be obtained prior to working overtime.

F. Overtime in the Road Department shall be rotated to insure that both senior, middle range and new employees share equally in available overtime hours in keeping with their qualifications to perform the assigned task. The Supervisor of Roads shall maintain a list of employees by seniority. Initial distribution of available overtime hours shall begin with the most senior personnel qualified to perform the assigned task and shall be rotated down the list for all subsequent assignments. The Supervisor of Roads shall also maintain a log of his overtime assignments including the employees he has requested to work overtime and their refusal of same, if that is the case. The intent of rotation of overtime assignments is to insure that all employees, regardless of seniority, have ample opportunity to benefit from available overtime income.

ARTICLE 11
HOLIDAYS

The Township will designate fourteen (15) paid holidays as follows:

New Year's Day	Columbus Day
Martin Luther King's Day	General Election Day
Lincoln's Birthday	Veterans Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Fourth of July	One floating holiday
Labor Day	

ARTICLE 12
VACATIONS

<u>MONTHS AND YEAR OF SERVICE</u> <u>BASED ON ACTUAL STARTING DATE</u>	<u>NUMBER OF DAYS</u> <u>VACATION/YEAR</u>
0 to end of first (1st) year	12 days
2 to end of second (2nd) year	14 days
3 to end of fifth (5th) year	16 days
6 to end of ninth (9th) year	20 days
10 to end of fourteenth (14th) year	23 days
15 to end of twentieth (20th) year	26 days
21 years or more	

A. Vacations shall be scheduled by the Supervisor in keeping with considerations related to seniority, work load and good staffing practices to insure efficient operation of their offices and shall be taken between April 1 and December 1 of subject year. Employees shall have the right to carry two (2) weeks over from one year to the next year and must use it in the second year.

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

C. Employees returning from Worker's Compensation leave shall not be permitted to take vacation for a period of six months without the prior approval of their Supervisor following consideration of manpower and scheduling needs.

ARTICLE 13
REST PERIODS

A. Employees within this bargaining unit may take a rest period of not more than fifteen (15) minutes for each half day at a time scheduled by the supervisor. A rest period may not be used to cover an employee's late arrival to work or early departure, not may it be regarded a cumulative if not taken. During snow removal operations, Road Department personnel shall be entitled to a twenty (20) minute rest period for each half day of work.

B. Rest periods must be taken by the employee and provided by the employer during the course of the periods specified by the employee's supervisor in the morning and afternoon of the work day.

ARTICLE 14
SICK LEAVE

A. Township employees are entitled to twelve (12) sick days per year. New employees will accrue sick leave time in accordance with the contract formula but will not be entitled to sick leave benefits during their initial sixty (60) days of provisional employment. There is no limit on the number of sick days which may be accumulated from one year to the next.

B. "Sick Leave" means paid leave that may be granted to each full time Township employee who, through bona fide sickness or injury becomes incapacitated to a degree that makes it impossible for him to perform the duties of his position or who is quarantined by a physician because he has been exposed to a contagious disease. Part-time, permanent employees are eligible for sick leave on a pro-rated basis. Part-time, temporary employees are not eligible for sick leave.

C. Part-time employee is one who works less than thirty (30) hours per week. Temporary employee is one who fills a vacancy for which the termination date is part of the employment agreement.

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

D.1. Part timers see page 19, Article 42.

E. Full time employees shall accumulate sick leave on the basis of twelve (12) days of sick leave per year for the period of this contract. New employees will accrue sick leave time on the basis of one (1) day per month of actual service based on actual starting dates but will not be entitled to sick leave benefits during their initial sixty (60) calendar days of provisional employment. There is no limit on the number of sick days which may be carried forward from one year to the next.

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

ARTICLE 15
PAYMENT OF ACCUMULATED SICK LEAVE

At retirement, an employee will be paid thirty five percent (35%) of his/her accumulated sick leave up to a maximum of \$9,000.00. Payment will be made at the rate of pay during the year in which the sick leave was earned. Any benefits conferred under the provision of this paragraph apply prospectively only, and accrue as of January 1, 1977. In order to reap the benefits of this paragraph, an employee must provide his employer with one year's prior notice of his intention to retire. The rules and regulations regarding retirement shall be consistent with those established by the Public Employee Retirement System.

ARTICLE 16
EXTENDED SICK LEAVE

A. In the event of debilitating sickness and/or injury incurred on or off the job, the Township will provide a program which will guarantee an employee (with two (2) years or more of continuous service based on his actual starting date as a permanent employee), his or her net pay for a period of ninety (90) calendar days for each circumstance. After 90 days an employee may request through Administration representation to Council, up to an additional 90 days of extended sick leave. During the period that an individual is out on sick leave, that person will accumulate sick days in accordance with the contract formula of one day per month. Prior to using the extended sick leave provision of this Contract, an employee must give all of his or her previously accumulated sick time and any sick time acquired to date under the contract formula of one day per month in the subject year.

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

C. It shall be the responsibility of any employee receiving consideration under the extended sick leave benefits of this contract to explore and determine whether he is entitled to any compensations related to disability, worker's compensation or social security benefits in connection with his injury and/or sickness. IF the employee is entitled to these benefits, he shall pursue them accordingly. Any benefits or awards received for the period that the employee is under the extended sick leave portion of this contract, shall be returned to the Township Treasurer to the extent employee has received extended sick leave payments from the Township.

ARTICLE 17
MATERNITY LEAVE

A. Maternity leave is to be regarded as a temporary disability and the bargaining unit members shall be entitled to all considerations and benefits associated with a temporary disability.

B. Not later than the fourth 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 leave of absence not to exceed one hundred twenty (120) days, providing that she returns to employment within sixty (60) days after the delivery of the child unless prevented from so doing for medical reasons. Notification of pregnancy shall be required from her 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.

The bargaining unit members position or a position of equal grade shall be made available to her within thirty (30) days after written notification to the Coordinator of Personnel of her intent to return to full time employment.

C. The individual 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.

D. Address \$700.00 differential medical payments if not covered by medical insurance.

ARTICLE 18
BEREAVEMENT LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death or the day of the funeral, but in no event shall said leave exceed five (5) calendar days.

B. The "immediate family" shall include only husband, wife, parents, brother, sister, grandparents, grandchildren, or child.

C. Reasonable verification of the event may be required by the Township.

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

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

F. In the event of the death of any employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, niece, nephew or any relative of the employee's household, the employee shall be granted time off without loss of pay from the day of the death or the day of the funeral, but in no event shall such leave exceed three (3) calendar days.

G. In the event of death of employee's aunt or uncle the employee shall receive the day of the funeral only.

ARTICLE 19
JURY LEAVE

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

ARTICLE 20
MILITARY LEAVE

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

Taking of military leave shall not reduce any other leave earned by the employee. The provisions of this Article shall not apply to any employee who is drafted into, or volunteers for service in the Armed Services of the United States.

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

ARTICLE 21
CONVENTION LEAVES

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

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

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

ARTICLE 22
NON-PAID LEAVES OF ABSENCE

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

B. All other leaves of absence without pay shall be at the discretion of the Township.

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

ARTICLE 23
UNION REPRESENTATIVES

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

B. A written list of Shop Steward and Assistant Shop Steward shall be furnished to the employer immediately after their designation and the Union shall notify the employer promptly of any changes of such Union Stewards.

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

ARTICLE 24
BULLETIN BOARDS

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

ARTICLE 25
HEALTH AND WELFARE BENEFITS

A. The Township agrees to carry hospitalization, medical and major medical insurance for the employee and dependents as follows:

1. Township of Monroe Medical Group New Jersey Expanded Service Plan H, Coverage Code 655 including a \$4.00 Co-Pay Prescription Plan effective January 1, 1990.
2. Township of Monroe Dental Service Plan as currently in effect providing fifty percent (50%) payment coverage as outlined in their schedules, policies and procedures.
3. Effective July 1, 1988 employees will receive for themselves and their eligible dependents one (1) pair of lenses per year, one (1) eye examination per year and one (1) pair of frames every two (2) years. The initial cost of twenty dollars (\$20.00) will be the deductible per person.
4. The Township shall have the right to change insurance carriers so long as substantially similar benefits are provided. The Township shall provide the Shop Steward and the Union of the International Union of Production, Clerical & Public Employees, Local 911 with thirty (30) days written notice of such proposed change. A copy of such proposed policy shall be provided to the Union by the Insurance Carrier.
5. Health benefits as they apply to Prescription Drug and or accomplished by other recognized bargaining units under the direct jurisdiction of the Municipal Government during the term of this contract shall automatically be provided to employees covered by this contract.

6. Effective January 1, 1993, retirees with twenty five (25) years or more of service (and spouse) will be covered by hospitalization also employees (and spouse) who must retire on disability.
7. SURVIVOR BENEFITS - Effective January 1, 1990, retirees with twenty five (25) years or more of service (and spouse) will be covered by Hospitalization also employees (and spouse) who must retire on disability. Upon demise of covered participant, the surviving spouse is covered for the duration of their lifetime.

ARTICLE 26
RULES AND REGULATIONS

The Township shall establish a POLICY PROCEDURES MANUAL which shall be equitably applied and enforced. Copies of the POLICY AND PROCEDURES MANUAL shall be distributed to all employees covered by this Agreement and to the Union. Any changes made in the POLICY AND PROCEDURES MANUAL which deal with matters affecting this Agreement shall be discussed with the Union prior to making such changes.

ARTICLE 27
ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS

A. An employee shall within three (3) working days of a written request to the Personnel Department, during the term of this Agreement, have an opportunity to review his personnel file, in the presence of an appropriate official of the Personnel Department, to examine any criticism, commendation or evaluation of his work performance or conduct prepared by the Township. He shall be allowed to place in such file a response of reasonable length to anything contained therein.

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

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

ARTICLE 28
SAVINGS CLAUSE

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

ARTICLE 29
PERSONAL DAYS

A. Employees covered by the provisions of this Agreement shall be entitled to four (4) days with pay for personal business. Said leave shall not be taken unless 48 hours notice thereof has been given to the employee's supervisor. In the event that less than 48 hours is given, said leave may be taken only upon authorization by said supervisor.

B. The Township reserves the right to deny requests for personal days as conditions warrant, but authorization shall not be unreasonably withheld. Personal days shall not be taken in conjunction with vacation, sick leave or holidays.

ARTICLE 30
DISCIPLINE AND DISCHARGE

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

B. Discharge cases may be processed at the third step of the Grievance Procedure.

ARTICLE 31
JOB POSTING

A. Existing or planned job vacancies will be posted on the bulletin boards. The posting will include;

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

B. Jobs vacated in an Union position shall be posted and filled within thirty (30) days and shall be filled from bargaining unit employees when applicable.

ARTICLE 32
WORK OUT OF TITLE

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

ARTICLE 33
SAFETY AND HEALTH

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

ARTICLE 34
LABOR MANAGEMENT COMMITTEE

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

ARTICLE 35
FULLY-BARGAINED PROVISION

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

ARTICLE 36
SALARIES

The salaries to be paid to employees in various job classifications covered by this Agreement for:

- 1996 - four (4%) percent
- 1997 - four (4%) percent
- 1998 - four (4%) percent

ROAD PAVING

Equipment operators, black top machine driver, left and right operators and large roller operator shall be compensated as follows:

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

All other members of paving crew shall be compensated at 10% above normal hourly rate.

MECHANICS

Mechanics and mechanics helper shall be compensated for the use of their tools as follows:

Mechanic	\$500.00 per year
Mechanic's Helper	\$250.00 per year

ARTICLE 37
TERMINATION

A. This Agreement shall be effective as of January 1, 1993 and shall remain in full force and effect until December 31, 1995. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least two hundred and forty (240) days prior to the anniversary date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin not later than thirty (30) days after the giving of said notice. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party.

B. Should the parties not come to some agreement as to the modification of this Agreement, at least one hundred and twenty (120) days prior to the expiration hereof, negotiations shall be considered at an impasse and the union agrees to submit to its members all offers made by the Township within ten (10) days after said impasse. Should the employees reject the offers made by the Township then the Township and the Union shall make a determination as to what further steps shall be taken in regards to further negotiations.

ARTICLE 38
WORK UNIFORM PROGRAM

A. The town will supply a set amount of uniforms to each employee by a selected distributor and maintained by such. The town will also give an allowance to purchase additional outerwear, as per the amount specified by the budget and supervisors

TOWNSHIP OF MONROE - DPW

LOCAL 911

ARTICLE 39
LONGEVITY

A. The Township will provide longevity compensation as follows:

		<u>1996</u>	<u>1997</u>	<u>1998</u>
B. Completion	5 years	4.0%	4.0%	4.0%
	10 years	5.0%	5.0%	5.0%
	15 years	6.0%	6.0%	6.0%
	20 years	7.0%	7.0%	7.0%

Upon the signing of this Agreement, each covered employee with twenty (20) or more years of service with the Township of Monroe may, at his discretion, opt to have his longevity included into his annual base salary. Those employees wishing to exercise this option, must submit a written request to the Treasurer no later than the first week in December prior to January 1st of the year for which the request is written.

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

B. For computation purposes, beginning of service shall be considered as January 1 of the subject year for all employees beginning service between January 1 of the subject year and June 30 of that year; or July 1 of the subject year for all employees beginning service between July 1 of the subject year and December 31 of that year.

ARTICLE 40
GRIEVANCE PROCEDURE

Definition - Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of this Agreement, but shall exclude any alleged understanding, practice or other matters outside the terms of this Agreement.

PROCEDURE

STEP 1: INFORMAL-DIVISION HEAD:

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

STEP 2: FORMAL-DEPARTMENT HEAD:

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

STEP 3: FORMAL-BUSINESS ADMINISTRATOR:

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

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

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

ARTICLE 41
ARBITRATION

If the Grievance Procedure set forth in Article 40 is not satisfactory, arbitration may be requested upon completion of the procedures set forth under Article 41.

The request for arbitration shall be by written notice to the New Jersey Board of Mediation within ten (10) days of the denial of the grievance. The arbitration proceeding shall be selected by the Employer and the Union from a list of arbitrator supplied by the New Jersey Board of Mediation within seven (7) days after a list of arbitrators has been supplied. The employees and the Union shall agree to comply with the rules and regulations of the New Jersey Board of Mediation.

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

The arbitrator's function is to interpret the provisions of the Agreement and to decide cases of alleged violation of such provisions. The arbitrator shall not supplement, enlarge, or alter the scope or meaning of the Agreement or any provision therein, nor entertain jurisdiction of any subject matter not covered by the Agreement.

ARTICLE 42
PART TIME EMPLOYEES

Less than
30 Hours/Week

Excluded from:

Health Benefits
Life Insurance
Personal Days
Longevity

10 to 29 Hours/Week

Entitled to:

Pro-rated Sick Leave
Pro-rated Holidays
Pro-rated Vacation

Less Than
20 Hours/Week

Excluded From:

Health Benefits
Life Insurance
Personal days
Longevity
And any other benefits

ARTICLE 43
EDUCATION BENEFITS

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

B. Effective January 1, 1988, the Township will provide \$20.80 per employee to Local 911 for an Educational Fund. The above shall be provided in an annual check after November 1st, but prior to December 31st.

ARTICLE 44
SNOW DAYS

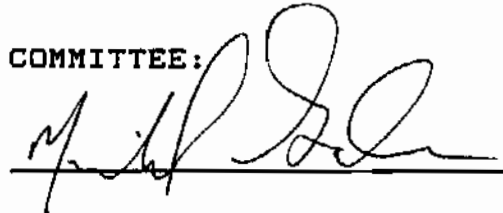
Should the Mayor and Council declare a snow day and, as a result, the employee in the Town Hall are sent home, then the employees in the Road Department shall start to be paid premium overtime pay at one and one half (1½) times their regular rate of pay for the rest of the hours they are scheduled to work on that day.

ARTICLE 45
DURATION OF AGREEMENT

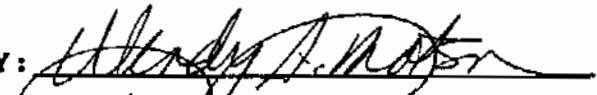
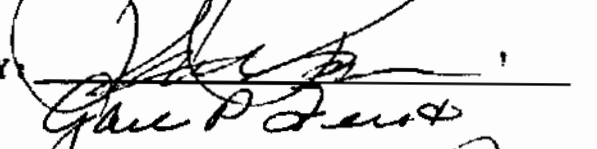
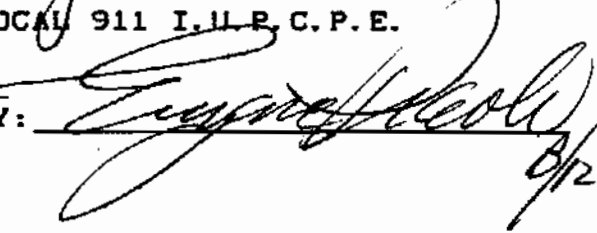
This Agreement shall become effective January 1, 1996 and shall continue in full force and effect until December 31, 1998. This Agreement shall automatically renew itself from year to year thereafter, unless either of the parties is given notice in writing at least sixty (60) days prior to the expiration date to change, modify, or terminate this Agreement. In such cases the parties shall endeavor to negotiate a new contract within sixty (60) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement and caused same to be executed by its respective officers or agents this 1st day of April 1996.

COMMITTEE:



TOWNSHIP OF MONROE:

BY: 
BY: 
LOCAL 911 I. U. R. C. P. E.
BY:  0/12

110

1996 - 1998 BLUE COLLAR WORKER SALARY AND WAGE
ORDINANCE FOR THE TOWNSHI 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 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
shall be paid to the various Blue Collar workers of the Township
of Monroe as hereinafter specified retroactive to January 1,
1996:

<u>POSITION</u>	<u>1996</u>			
	<u>STEP I</u>	<u>STEP II</u>	<u>STEP III</u>	<u>STEP IV</u>
Asst. Road Dept. Foreman	\$30,943.00	\$32,729.00	\$33,740.00	\$35,525.00
Bldg. & Grounds Foreman	24,495.00	26,279.00	27,591.00	28,972.00
Bldg. Maintenance Worker	19,041.00	19,996.00	20,989.00	22,039.00
Equipment Operator (Heavy)	22,463.00	24,062.00	25,289.00	26,777.00
Equipment Operator (Light)	21,272.00	22,387.00	23,505.00	24,681.00
Laborer I	23,140.00	24,292.00	25,996.00	27,293.00
Laborer II	19,041.00	19,996.00	20,989.00	22,039.00
Mechanic	26,182.00	27,491.00	28,866.00	30,310.00
Mechanic's Helper	21,718.00	22,836.00	23,981.00	25,184.00
Rd. Dept. Foreman	32,243.00	33,534.00	35,548.00	36,280.00
Sr. Bldg. Maintenance Worker	23,586.00	24,751.00	25,973.00	27,257.00
Sr. Heavy Equipment Operator	25,916.00	27,211.00	28,571.00	29,999.00
Sr. Mechanic	30,943.00	32,729.00	33,740.00	35,525.00
Truck, Tractor or Emergency Snow Removal Equipment with Driver	41.60Hr.	62.90Hr.	83.20Hr.	109.20Hr
Snow Removal Personnel	9.90Hr.	10.21Hr.	10.51Hr.	10.82Hr

Mason, Welder or Paver	22.28Hr.	23.40Hr.	24.58Hr.	25.82Hr
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1997

<u>POSITION</u>	<u>STEP I</u>	<u>STEP II</u>	<u>STEP III</u>	<u>STEP IV</u>
Asst. Road Dept. Foreman	\$32,181.00	\$34,038.00	\$35,090.00	\$36,946.00
Buildings & Grounds Foreman	25,475.00	27,330.00	28,695.00	30,131.00
Bldg. Maintenance worker	19,803.00	20,796.00	21,829.00	22,921.00
Equipment Operator (Heavy)	23,362.00	25,024.00	26,301.00	27,848.00
Equipment Operator (Light)	22,123.00	23,282.00	24,445.00	25,668.00
Laborer I	24,066.00	25,264.00	27,036.00	28,385.00
Laborer II	19,803.00	20,796.00	21,829.00	22,921.00
Mechanic	27,229.00	28,591.00	30,021.00	31,522.00
Mechanic's Helper	22,587.00	23,749.00	24,940.00	26,191.00
Rd. Dept. Foreman	33,533.00	34,875.00	36,970.00	37,731.00
Sr. Bldg. Maintenance Worker	24,529.00	25,741.00	27,012.00	28,347.00
Sr. Heavy Equipment Operator	26,953.00	28,299.00	29,714.00	31,199.00
Sr. Mechanic	32,181.00	34,038.00	35,090.00	36,946.00
Truck, Tractor or Emergency Snow Removal Equipment with Driver	43.26Hr.	64.90Hr.	86.53Hr.	113.57Hr
Snow Removal Personnel	10.30Hr.	10.62Hr.	10.93Hr.	11.25Hr
Mason, Welder or Paver	23.17Hr.	24.34Hr.	25.56Hr.	26.85Hr

1998

<u>POSITION</u>	<u>STEP I</u>	<u>STEP II</u>	<u>STEP III</u>	<u>STEP IV</u>
Asst. Road Dept. Foreman	\$33,468.00	\$35,400.00	\$36,494.00	\$38,424.00
Bldg. & Grounds Foreman	26,494.00	28,423.00	29,843.00	31,336.00
Bldg. Maintenance Worker	20,595.00	21,628.00	22,702.00	23,838.00
Equipment Operator (Heavy)	24,296.00	26,025.00	27,353.00	28,962.00

Equipment Operator (Light)	23,008.00	24,213.00	25,423.00	26,695.00
Laborer I	25,029.00	26,275.00	28,117.00	29,520.00
Laborer II	20,595.00	21,628.00	22,702.00	23,838.00
Mechanic	28,318.00	29,735.00	31,222.00	32,783.00
Mechanic's Helper	23,490.00	24,699.00	25,938.00	27,239.00
Rd. Dept. Foreman	34,874.00	36,270.00	38,449.00	39,240.00
Sr. Bldg. Maintenance Worker	25,510.00	26,771.00	28,092.00	29,481.00
Sr. Heavy Equipment Operator	28,031.00	29,431.00	30,903.00	32,447.00
Sr. Mechanic	33,468.00	35,400.00	36,494.00	38,424.00
Truck, Tractor or Emergency Snow Removal Equipment with Driver	44.99Hr.	67.50Hr.	89.99Hr.	118.11Hr
Snow Removal Personnel	10.71Hr.	11.04Hr.	11.37Hr.	11.70Hr
Mason, Welder or Paver	24.97Hr.	25.31Hr.	26.58Hr.	27.92Hr

Section 1a. For the purposes of clarification. Employees when doing paving only shall be paid at the following schedule.

Skilled: at mason/welder rate

Laborer: shall receive 10% pay differential

Section 1b. CDL License

A CDL adjustment will be given as a bonus twice annually. Once in the first (1st) pay period in July and then again in the first (1st) pay period in December.

1996:

- Class "A" LICENSE - thirty five (\$.35) cents per hour based on a 2,080 hour work year.
- Class "B" LICENSE - twenty five (\$.25) cents per hour based on 2,080 hour work year.

1997:

- Class "A" LICENSE - forty (\$.40) cents per hour based on 2,080 hour work year.
- Class "B" LICENSE - thirty (\$.30) cents per hour based on 2,080 hour work year.

1998:

- Class "A" LICENSE - forty five (\$.45) cents per hour based on 2,080 hour work year.
- Class "B" LICENSE - thirty five (\$.35) cents per hour based on 2,080 hour work year.

Section 2. All Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance shall be and the same are hereby repealed

Section 3. 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 4. This Ordinance shall take effect upon final passage and publication as provided by law.

IRWIN NALITT, 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 March 4, 1996. Said Ordinance again will be read and considered for final passage at a meeting of the Monroe Township Council to be held on April 1, 1996 at the Monroe Township Municipal Complex, 1630 Perrineville Road, Jamesburg, New Jersey 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 consideration for final passage by the 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 is effected by affixing my signature hereto.

RICHARD PUCCI, MAYOR