

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

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

47 ARTICLE 40 – GRIEVANCE PROCEDURE .....36  
48 ARTICLE 41 – ARBITRATION .....37  
49 ARTICLE 42 – PART TIME EMPLOYEES .....38  
50 ARTICLE 43 – EDUCATION BENEFITS .....38  
51 ARTICLE 44 – WEATHER EMERGENCY/DECLARED HOLIDAYS .....39  
52 ARTICLE 45 – DURATION OF AGREEMENT .....39  
53  
54

55 **ARTICLE 1 – PREAMBLE**

56  
57 This Agreement entered into this 1<sup>st</sup> day of January 2015, between the Township of  
58 Monroe (hereinafter referred to as the Township) and the United Service Workers Union, Local  
59 255, IUJAT, 138-50 Queens Blvd., Briarwood, NY 11435 (hereinafter referred to as the Union).  
60 This Agreement shall be in effect from January 1, 2015 up to and including December 31, 2017.

61 **ARTICLE 2 – RECOGNITION**

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

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

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

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

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

87           d.     Any employee in the bargaining unit on the effective date of this Agreement who  
88 does not join the Union within thirty (30) days thereafter, any new employee who does not join  
89 within thirty (30) days of initial employment within the unit, and any employee previously  
90 employed within the unit who does not join, within ten (10) days of reentry into employment  
91 within the unit shall, as a condition of employment, pay a representation fee to the Union by  
92 automatic payroll deduction. The Representation Fee shall be an amount up to eighty five  
93 percent (85%) of the regular Union membership dues, fees, and assessments as certified to the  
94 Employer by the Union. The Union may revise its certification of the amount of the  
95 Representation Fee at any time to reflect changes in the regular Union membership dues, fees  
96 and assessments. The Union's entitlement to the Representation fee shall continue beyond the  
97 termination date of this Agreement so long as the Union remains the majority representative of  
98 the employees in the Unit, provided that no modification is made in this provision by a successor  
99 agreement between the Union and the Employer. For the purpose of this provision, employees  
100 employed on a ten (10) month basis or who are reappointed from year to year shall be considered  
101 to be in continuous employment.

102 e. United Service Workers Union, IUJAT, Local 255 shall establish and maintain at  
103 all times a demand and return system as provided by NJSA 34:13a-5.5(c) and 5.6, and  
104 membership in United Service Workers Union, IUJAT, Local 255 shall be available to all  
105 employees in the unit on an equal basis at all times. In the event United Service Workers Union,  
106 IUJAT, Local 255 fails to maintain such a system, or if membership is not so available, the  
107 Employer shall immediately cease making said deductions.

108 **ARTICLE 4 – MANAGEMENT RIGHTS**

109  
110 The United Service Workers Union, IUJAT, Local 255, recognizes the administration of  
111 rights, duties and authority to manage and control the employees of the administration pursuant  
112 to the authority conferred on it by the State of New Jersey, and all applicable local, State and  
113 Federal Laws. The administration retains and reserves all rights of management and control of  
114 the employees of the administration except those as specifically modified by the terms of this  
115 agreement.

116 **ARTICLE 5 – NO STRIKE PLEDGE**

117  
118 a) The Union covenants and agrees that during the terms of this Agreement, neither  
119 the Union nor any person acting on its behalf, will cause, authorize and support or condone, nor  
120 will any of its members take part in any (i.e. the concerted failure to report for duty, or willful  
121 absence of any employee from his position or stoppage of work or abstinence in whole or in  
122 part from the full, faithful and proper performance of the employee's duties of employment),  
123 work stoppage, slowdown, walkout or other job action against the Township. The Union agrees  
124 that such action would constitute a material breach of this Agreement. The Township agrees not  
125 to lock out any employees.

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

129     ARTICLE 6 – NON-DISCRIMINATION

130  
131           a)     There shall be no discrimination by the Township or the Union against any  
132 employee on account of race, color, creed, age, sex, national origin, or politician affiliation.

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

139     ARTICLE 7 – SENIORITY

140  
141           a)     Seniority shall be defined as an employee's length of service with the Township  
142 administration beginning with the employee's date of hire after successful completion of his six  
143 month probationary period.

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

148           c)     A break in continuous job classification service occurs when an employee resigns,  
149 is discharged for cause, or retires. Seniority in a new job classification status shall not accrue

150 following promotion until the individual has successfully completed a sixty (60) calendar day  
151 probationary period in the new job classification. Promoted employees shall continue to accrue  
152 seniority in their previous job classification during the sixty (60) calendar day probationary  
153 period in the new job classification. Upon completion of the probationary period the employee  
154 shall receive seniority from the original date of assignment.

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

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

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

161 g) Existing or anticipated job vacancies will be posted on bulletin boards in  
162 accordance with Article 31 – JOB POSTING of this contract. Where a situation exists in which  
163 an existing Township employee applies for a given position and has qualifications equal to the  
164 application of a non-Township employee or another Township employee, seniority shall be the  
165 determining factor in the selection of the applicant. All current employees shall have the right to  
166 apply for any vacant or new positions. The senior most qualified applicant shall be hired or  
167 promoted to fill vacancies.

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

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

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

176 j) Before any full time bargaining unit member is laid off, all part time, temporary,  
177 and seasonal employees must be laid off. The least senior employees in the following units shall  
178 be laid off first. For layoff purposes the bargaining unit is divided into three (3) units: 1) Road  
179 Department, Buildings and Grounds and Parks, 2) Monroe Township Utility Department, 3)  
180 Vehicle Maintenance. There shall be no bumping rights between the three (3) units.k) For the  
181 purposes of this Agreement, the Utility Department shall operate as its own departmental entity  
182 and the current collective bargaining unit (the unit) shall continue operating consistent with the  
183 current rules and practices..

184 l) In the event of a layoff in the Utility Department, departmental seniority will  
185 prevail unless knowledge, experience and/or licensing is required. If there is a reduction in force  
186 in the utility department, the layoff will be from the Utility Department. If there is a layoff in the  
187 other departments, the reduction in force will be from the other department. There shall be no  
188 bumping between departments.

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

190  
191 a) A newly appointed permanent employee shall be considered probationary for a  
192 period of six months.

193 b) The purpose of said period of PROVISIONAL/PROBATIONARY  
194 EMPLOYMENT is to enable the Township to evaluate the employee's work performance and  
195 conduct in order to determine whether the employee merits permanent employment status and



196 also for the opportunity for the Township to review its needs for the staffing and to review its  
197 final situation. If, at any time during or at the end of the PROVISIONAL/PROBATIONARY  
198 EMPLOYMENT period, the conduct and/or performance of the employee is found to be  
199 unsatisfactory by the Township, or the Township deems it does not need or cannot afford the  
200 position, the Township may terminate the employee. The decision of the Township regarding the  
201 termination of the employee shall not be subject to the Grievance Procedure.

202 **ARTICLE 9 – CALL BACK PAY**

203  
204 a) Any full time employee in the Roads, Vehicle Maintenance, Building and Grounds  
205 and Parks departments who are called back to work after completing the regular shift and has left  
206 his place of work shall be guaranteed a minimum of four (4) hours work at time and one half.  
207 The employee may opt to waive his four (4) hour compensation at time and one half if he elects  
208 to leave work at the completion of the specific task he was called in for as opposed to staying  
209 and completing additional tasks to fill the four (4) hour period. Supervisors shall have the  
210 opportunity to request that employees invoking the four (4) hour minimum compensation at time  
211 and one half stay and perform services within their job classification for that four (4) hour  
212 period.

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

215 Call-out time will be considered any time worked when an employee must report back to  
216 work after he/she has left the Department's premises for the day and until he reports back to  
217 work for his regularly scheduled day. A minimum of 2 hours compensation at time and one half  
218 will be paid for each time an employee is called in except when the calls overlap the 2 hour

219 minimum or when an employee is called in to start earlier in the morning. To further explain the  
220 previous statements, please consider the following examples:

221  
222 i) An employee is called out at 6:00 p.m. and returns home at 7:00 p.m. (The employee  
223 will receive 2 hours compensation.) Now the employee is called out again at 7:30  
224 p.m. and returns home at 9:00 p.m. (Since the 2 calls overlapped in the first 2 hours,  
225 the employee receives 3 hours compensation, 2 for the minimum and 1 for the extra  
226 hour, not 4 hours for 2 call-outs.)

227  
228 ii) An employee is called out at 6:00 p.m. and returns home at 7:00 p.m. (The employee  
229 receives 2 hours compensation.) Now the employee is called out at 8:05 p.m. and  
230 returns home at 9:00 p.m. (Since the second call-out came after the first 2 hours  
231 period, the employee is entitled to 2 call outs or 4 hours compensation.)

232  
233 iii) If an employee is called out early in the morning and the situation calls for him to  
234 continue to work into his regular hours, his day will start at the time he was called  
235 out. An example would be if he were called out at 7:00 a.m. and worked the rest of  
236 the day, he would be entitled to 9 hours compensation not 2 hours because he was  
237 called out plus 8 hours for his regularly scheduled hours. If an employee was called  
238 out at 5:30 a.m. and returned home at 7:00 a.m. and then came in for his regularly  
239 scheduled 8 hours, he would be entitled to 2 hours call out plus the regular hours.

240  
241 The MTUD Superintendents will maintain an on call duty list. Operators living within a  
242 thirty minute response time will comprise the list. The previously held position of meter reader  
243 (now included under the laborer's position) will be grandfathered onto the duty list.

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

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

248 e) If an employee is recalled to work during his/her vacation, employee shall receive his  
249 hourly rate at time and one half. In addition the employee shall have the entire vacation day  
250 credited to his/her available vacation time for the applicable year. Employees should review the

251 vacation clause of this contract as it pertains to time frames during which vacations must be  
252 taken.

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

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

257 With the exception of the modified schedule, the hours for the MTUD will be  
258 adjusted to 7:00 am – 3:30 pm. After that adjustment, the current hours of work shall not be  
259 adjusted without mutual consent of the Township and the Union.

260 On a trial basis, the parties have agreed that in lieu of the payment of overtime on  
261 Saturday and Sunday in the Utility Department the following modified schedule is as follows:

262 2<sup>nd</sup> shift: 1:00 pm to 11:00 pm, Monday through Friday

263 One person works Monday, Tuesday, Wednesday and Sunday. One person works  
264 Wednesday, Thursday, Friday and Saturday.

265 7:00 am to 5:00 pm on weekends. On Wednesday both men work. One person  
266 works the day shift (7:00 am – 5:00 pm) and one person works the 2<sup>nd</sup> shift (1:00 pm – 11:00  
267 pm).

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

270 b.1.) Any work performed on Saturday shall automatically be paid at one and one half  
271 (1 ½) times the employee's regular rate of pay.

272 b.2.) Any work performed on Sunday shall automatically be paid at two (2x) times the  
273 Employee's regular rate of pay. Any permanent employee (part time and full time) required to  
274 work on a holiday shall be compensated their regularly scheduled hours as holiday pay plus

275 double time (2X). In the case of full time employees their normal seven point five (7.5) or eight  
276 (8) hours per day, in the case of permanent part timers; whatever their regularly scheduled hours  
277 of work would have been for that day. For time over their regularly scheduled hours on a  
278 holiday the employee will continue to be compensated at triple (3X) time on an hourly basis.”

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

285       b.4) Any employee who works overtime after their regular shift and is released from  
286 duty with less than six (6) hours off before the start of their regular shift shall be entitled to eight  
287 hours off before reporting for duty without loss of pay. The employee shall report for duty for  
288 the remainder of their shift at straight time. Any employee remaining on the job shall continue to  
289 receive double time.

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

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

294       c) Overtime and Lunch Money  
295       2015-\$12.75   2016-\$12.75   2017-\$13.00

296       An employee who works his regular shift and then must go on overtime shall be entitled  
297 to one half (1/2) hour lunch period with no loss of pay, plus the meal allowance. Every four (4)

298 hours thereafter, he shall be entitled to another one half (1/2) hour lunch period, plus the meal  
299 allowance spelled out above, payable by Municipal Voucher through the Requisition process.  
300 All employees including those that work a schedule less than those hours specified above shall  
301 be compensated at time and one half (1 ½) for work performed on Saturday.

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

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

309 e) The approval of the Superintendent of Public Works, or his designee, must be  
310 obtained prior to working overtime.

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

321 **ARTICLE 11 – HOLIDAYS**

322

323

A. The Township will designate fourteen (14) paid holidays as follows:

324

New Year's Day

Labor Day

325

Martin Luther King Day

Columbus Day

326

Lincolns Birthday

General Election Day

327

Veteran's Day

Washington's Birthday

328

Good Friday

Thanksgiving Day

329

Memorial Day

Day after Thanksgiving

330

Fourth of July

Christmas Day

331

Day after Christmas (when it falls on Thursday)

332

In addition to the above listed paid holidays, employees will receive an additional

333

“Floating Holiday” to be used at the Employee’s discretion, for religious holiday, employee’s

334

birthday, vacation etc.

335

B.1. Effective January 1, 2007, Lincoln’s Birthday and Washington’s Birthday shall be

336

combined and replaced with Presidents Day. In exchange for the above, employees shall be

337

eligible for an additional floating holiday (2 total).

338

2. Employees may choose to have the day referenced in B.1. above off with regular pay,

339

or work a regularly scheduled day at premium pay. For example, if an employee chooses

340

February 14<sup>th</sup> as their Floating Holiday and works that day they shall be entitled to holiday

341

premium pay for that day. The floating holiday shall be utilized at the employee’s discretion.

342

However, the selection of the day off is subject to the approval of the DPW Superintendent with

343

at least 48 hours’ notice. Approval shall not be unreasonably withheld.

344

345

346

347

348

349 **ARTICLE 12 – VACATIONS**

350	Months and year of service	Number of days
351	<b><u>Based on Actual starting date</u></b>	<b><u>Vacation/year</u></b>
352	0 to end of first (1st) year	12 days
353	2 to end of second (2nd) year	14 days
354	3 to end of fifth (5th) year	16 days
355	6 to end of ninth (9th) year	20 days
356	10 to end of fourteenth (14th) year	23 days
357	15 to end of twentieth (20th) year	26 days
358	21 years or more	28 days
359		

360 a) Vacations shall be scheduled by the Supervisor in keeping with considerations  
361 related to seniority, work load and good staffing practices to insure efficient operation of their  
362 offices and shall be taken between April 1 and December 1 of subject year. Employees shall  
363 have the right to carry one years' worth of vacation over from one year to the next year and must  
364 use it in the second year.

365 Vacation is pro-rated in the first year of employment. After the first year of employment  
366 employees are credited on January 1<sup>st</sup> with their expected vacation allotment for the year. If an  
367 employee is expected to receive an increase in their vacation, the vacation increase is credited on  
368 January 1<sup>st</sup> preceding the employee's anniversary.

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

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

373 d) Vacation leave may be taken in one hour increments.  
374  
375  
376  
377  
378

379 ARTICLE 13 – REST PERIODS

380  
381 a) Employees within this bargaining unit may take a rest period of not more than  
382 fifteen (15) minutes for each half day at a time scheduled by the supervisor. A rest period may  
383 not be used to cover an employee's late arrival to work or early departure, nor may it be regarded  
384 a cumulative if not taken. During snow removal operations, Road Department personnel shall be  
385 entitled to a twenty (20) minute rest period for each half day of work.

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

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

391 ARTICLE 14-SICK LEAVE

392  
393 a) Township employees are entitled to thirteen (13) sick days per year. New  
394 employees will accrue sick leave time in accordance with the contract formula but will not be  
395 entitled to sick leave benefits during their initial sixty (60) days of provisional employment.  
396 There is no limit on the number of sick days which may be accumulated from one year to the  
397 next.

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



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

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

413 d.1.) Part timers see Article 42.

414 e) Full time employees shall accumulate sick leave on the basis of thirteen (13) days  
415 of sick leave per year for the period of this contract. New employees will accrue sick leave time  
416 on the basis of one point zero eight (1.08) day per month of actual service based on actual  
417 starting dates but will not be entitled to sick leave benefits during their initial sixty (60) calendar  
418 days of provisional employment. There is no limit on the number of sick days which may be  
419 carried forward from one year to the next.

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

424 g) Sick leave may be taken in one hour increments.

425 h) An employee may donate his/her unused banked sick days from one employee to  
426 another.

427 **ARTICLE 15 – PAYMENT OF ACCUMULATED SICK LEAVE**

428

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

436 **ARTICLE 16 – EXTENDED SICK LEAVE**

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

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

443 c) 1. Effective 1/1/09 in order to be eligible for Extended Sick Leave, the employee  
444 must have a minimum of 5 days in the accumulated sick leave bank. After 1-1-09, if an  
445 employee lacks the minimum requirement stipulated above, there will be a 2 (two) week waiting  
446 period without pay before becoming eligible for extended sick leave benefits.

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

451           d) If eligible, in accordance with "a" and "b" above, after 90 calendar days an employee  
452 may request through Administration representation to Council, up to an additional 90 days of  
453 extended sick leave. During the period that an individual is out on sick leave, that person will  
454 accumulate sick days in accordance with the contract formula of one day per month. Prior to  
455 using the extended sick leave provision of this contract, an employee must give all of his or her  
456 previously accumulated sick time and any sick time acquired to date under the contract formula  
457 of one day per month in the subject year.

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

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

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

474 **ARTICLE 17 – MATERNITY LEAVE**

475

476 a) Granted to full time employees.

477 b) Not later than the fourth month, the staff member shall notify the Coordinator of  
478 Personnel in writing of the condition of pregnancy. Upon notifying the Coordinator of  
479 Personnel, the employee shall let it be known as to plans of continuing employment or taking  
480 leave of absence not to exceed ninety days unless prevented from so doing for medical reasons.  
481 Notification of pregnancy shall be required from her physician giving the date and her ability to  
482 continue her normal duties. She shall give the Coordinator of Personnel a certificate from her  
483 physician monthly certifying her ability to continue working.

484 c.1. Paid Leave – Sixty (60) days to include before and after delivery as determined by  
485 the employee (For example: If an employee desires to take leave from one month before  
486 expected delivery until 1 month after delivery.)

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

490 d) Job to be held open for 6 months.

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

493 **ARTICLE 18 – BEREAVEMENT LEAVE**

494

495 a) In the event of death in the employee's immediate family, the employee shall be  
496 granted time off without loss of pay from the day of death or the day of the funeral, but in no  
497 event shall said leave exceed five (5) consecutive working days, one of which shall be the day of

498 death or day of the funeral. Bereavement time shall be exclusive of scheduled days off and  
499 holidays.

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

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

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

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

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

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

516 **ARTICLE 19 – JURY LEAVE**

517  
518 Any employee covered by this agreement who is required to serve on a jury, shall be  
519 granted a leave of absence with pay to serve on said jury. During the time that he is serving on  
520 said jury, the employee shall receive his full pay from the Township.

521 ARTICLE 20 – MILITARY LEAVE

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a) Any full time employee covered by this agreement that is a member of the United States Reserves, or a State National Guard, or any division of the armed services, 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 volunteers for service in the Armed Services of the United States and resigns their job.

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.

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

537 ARTICLE 21 – CONVENTION LEAVES

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545

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.

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

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

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

553     ARTICLE 22 – NON-PAID LEAVES OF ABSENCE

554

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

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

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

564     ARTICLE 23 – UNION REPRESENTATIVES

565

566           a)     The Township recognizes and shall deal with the accredited Union Shop Steward  
567     or Assistant Shop Steward in all matters relating to grievances and interpretation of this  
568     agreement.

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

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

579     **ARTICLE 24 – BULLETIN BOARDS**

580           A section of each bulletin board shall be provided by the Township Administration for  
581 union information. Nothing shall be posted on the bulletin board without prior approval of the  
582 Business Administrator and the union agrees that it will not post anything of a derogatory nature  
583 to the employer or information which would incite or provoke job action.  
584

585     **ARTICLE 25 – HEALTH & WELFARE BENEFITS**

586           a) For 2015 the parties agree to accept four (4) plan choices from Aetna in effect for  
587 2015 that are currently agreed upon and going into effect January 1, 2015 attached hereto:  
588

589           The Township agrees to carry hospitalization, medical and major medical insurance for  
590 the full time employees and their dependents as follows:



591 Effective May 1, 2011 employees are afforded the option of Aetna Choice POS Plan in  
592 addition to the current optional chiropractic benefit. The Summary Plan Description ("SPD") is  
593 attached hereto and the full SPD is incorporated by reference.

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

597 Domestic Partners

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

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

602 The following Dental Program is based upon the usual Customary and Reasonable Fee  
603 concept.

604	Benefits:	Preventive & Diagnostic	100%
605		Remaining Basic Benefits	80/20
606		Crowns & Gold Restoration	50/50
607		Prosthodontic Services	50/50
608			

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

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

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

615

616 Orthodontic Co-Payment 50/50  
617  
618 Orthodontic Maximum- \$1,000 lifetime per eligible family member  
619

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

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

628 5. a) Effective January 1, 1993 retirees with twenty five (25) years or more of service  
629 and spouse will be covered by hospitalization/prescription. Retirees, spouse and dependent  
630 children up to age twenty six (26) will also be covered. Also employees, spouses and dependent  
631 children up to the age of twenty six (26) who must retire on disability will also be covered.  
632 Dependent coverage up to age twenty-six (26) will be extended to retirees (if insurer mandates  
633 college student exemption, then this restriction would apply).

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

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

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

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

647 7. a) Opt out for new employees and for current employees who did not have a waiver  
648 filed prior to May 22, 2010 shall be twenty-five (25%) of the cost of coverage or \$5,000,  
649 whichever is less.

650 b) An employee opting out of the employer's Major Medical (including prescriptions),  
651 Chiropractic and Dental plans shall receive the "opt out" payments in lieu of benefits during the  
652 month of November. Said opt out dollar amounts for eligible employees shall not exceed those  
653 amounts in effect January 1, 2011 and attached hereto.

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

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

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

662 **ARTICLE 26 – RULES AND REGULATIONS**

663  
664 The Township shall establish a POLICY PROCEDURES MANUAL which shall be  
665 equitably applied and enforced. Copies of the POLICY AND PROCEDURES MANUAL shall  
666 be distributed to all employees covered by this Agreement and to the Union. In the event, any  
667 changes made in the POLICY AND PROCEDURES MANUAL conflict with matters affecting  
668 this Agreement the terms of this agreement shall prevail.

669 **ARTICLE 27 – ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS**

670  
671 a) An employee shall within three (3) working days of a written request to the  
672 Personnel Department, during the term of this agreement, have an opportunity to review his  
673 personnel file, in the presence of an appropriate official of the Personnel Department, to examine  
674 any criticism, commendation or evaluation of his work performance or conduct prepared by the  
675 Township. He shall be allowed to place in such file a response of reasonable length to anything  
676 contained therein.

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

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

685

686 **ARTICLE 28 – SAVINGS CLAUSE**

687

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

694 **ARTICLE 29 – PERSONAL DAYS AND COMPENSATORY TIME**

695 1. Personal Days

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

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

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

704 2. Compensatory Time (CTO)

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

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

- 709 2. CTO must be scheduled for use by the end of the month in which it is earned.  
710 3. No more than two (2) t employees shall be allowed to use CTO on any one day.  
711 4. CTO may not be banked or cashed out. It must be taken in the month after which it is  
712 earned.  
713 5. CTO may only be earned on time worked over 40 hours in any one work week which  
714 would otherwise have paid time and one-half to the employee. No CTO can be earned when  
715 performing premium construction work during regular working hours or when performing  
716 overtime work at 3X regular pay.

717 **ARTICLE 30 – DISCIPLINE AND DISCHARGE**

- 718  
719 a) An employee may be disciplined, suspended or discharged only for a just cause.  
720 b) An employee who loses their CDL license and is unable to perform their job shall  
721 receive a 17% reduction in their rate of pay for the period of time their license is revoked. In  
722 addition, those employees will have no driving privileges.  
723 b) Discharge cases may be processed at the third step of the Grievance Procedure.  
724 c) Any verbal reprimand more than twelve (12) months old shall be removed from  
725 an employee's personal file provided no similar violations have occurred within the same 12  
726 month period.

727 **ARTICLE 31 – JOB POSTING**

- 728  
729 a) Existing or planned job vacancies will be posted for 14 calendar days on the  
730 bulletin boards. The posting will include:

731

732

733

- 734                           1:    a description of the job  
735                           2:    qualifications required  
736                           3:    location of the vacancy  
737                           4:    procedures to be followed by employees interested in making  
738                                        application.  
739

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

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

743

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

748    **ARTICLE 33 – SAFETY AND HEALTH**

749

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

757

758

759 **ARTICLE 34 – LABOR MANAGEMENT COMMITTEE**

760  
761 The Employer and the Union have recognized that cooperation between management and  
762 labor is indispensable to the accomplishment of sound and harmonious labor relations, shall  
763 jointly maintain and support a Labor-Management Committee.

764 **ARTICLE 35 – FULLY BARGAINED PROVISION**

765  
766 The parties agree that they have fully bargained and agreed upon all terms and conditions  
767 of employment and that this agreement represents and incorporates the complete and final  
768 understanding and settlement by the parties of all bargainable issues which were or could have  
769 been the subject of negotiations.

770 **ARTICLE 36 – SALARIES**

771  
772 a) The salaries to be paid to employees in various job classifications covered by this  
773 agreement shall be increased by the following amounts:

774	1/1/2015	2%
775	1/1/2016-	2%
776	1/1/2017-	1.5%
777	7/1/2017-	1%

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

779  
780 b) **Road Paving**

781 1. Effective January 1, 2002 Road Paving shall be amended to include all curb work,  
782 sidewalks, drainage, catch basin repair. .

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

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



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

788 3, Set up pay-General Foremen only -will receive two (2) hours straight time pay.

789 4, Effective 1/1/08, Road Department Foremen shall be eligible for the premium pay for  
790 the actual time performing the job

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

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

794 Laborers: Shall receive time and one-half

795 **c) Mechanics**

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

798 Mechanic 2015 - \$900.00

799 2017- \$925.00

800

801 Mechanic's Helper \$500.00 per year

802 **d) CDL LICENSE:**

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

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

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

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

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

812 i) MTUD License stipends – Each T1, W1, C1 \$250.00 annually.

813 Each T2, W2, C2 \$500 annually.

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

815 Stipends will be paid April 1<sup>st</sup>.

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

819 **ARTICLE 37 – TERMINATION**

820 a) This Agreement shall be effective as of January 1, 2015 and shall remain in full  
821 force and effective until December 31, 2017.

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

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

829

830

831 ARTICLE 38 – WORK UNIFORM PROGRAM

832

833 a) The Township will provide an annual uniform/clothing allowance of \$925.00  
834 each year for the term of this agreement. The uniform/clothing allowance will be paid no later  
835 than the last pay period in April. There shall be no change in the clothing currently provided by  
836 the Township as per the uniform memorandum which shall be attached to this Agreement, except  
837 that in 2008 employees must purchase raingear.

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

844 ARTICLE 39 – LONGEVITY

845

846 a) The Township will provide longevity compensation as follows:

847	b)	Beginning of	5 yrs	5.0%
848			10 yrs	6.0%
849			15 yrs	7.0%
850			20 yrs	8%
851			25 yrs.	11%

852

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

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

863 b) For computation purposes, beginning of service shall be considered as January 1  
864 of the subject year for all full time employees beginning service between January 1 of the subject  
865 year for all full time employees beginning service between July 1 of the subject year and  
866 December 31 of that year.

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

#### 868 ARTICLE 40 – GRIEVANCE PROCEDURE

869 Definition – Any grievance or dispute which may arise between the parties involving the  
870 application, meaning or interpretation of this agreement.  
871

#### 872 PROCEDURE

##### 873 Step 1: Informal Division Head

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

##### 879 Step 2: Formal Department Head

880 Within five (5) business days of written answer from the Division Head, if the grievance  
881 is not resolved, the employee shall file a written grievance to the Department Head outlining the

882 employee's exceptions to the Division Head's decision. The Department Head will arrange a  
883 meeting with the employee and the Local Union Shop Steward not later than five (5) working  
884 days towards the end of attempting to resolve the grievance. The Department Head shall give  
885 written answer to the employee and Shop Steward not later than five (5) working days.

886 Step 3: Formal Business Administrator

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

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

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

899 ARTICLE 41 – ARBITRATION

900 If the grievance procedure set forth in Article 40 does not result in a satisfactory  
901 determination, arbitration may be requested upon completion of the procedures set forth under  
902 Article 40.  
903

904 The request for arbitration shall be by written notice to the New Jersey Public  
905 Employment Relations Commission (PERC) within twenty (20) business days of the denial of

906 the grievance. The arbitrator shall be selected by the Employer and the Union from a list of  
907 arbitrators supplied by PERC according to established rules and procedures. The Employer and  
908 the Union shall agree to comply with the rules and regulations of PERC.

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

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

919 **ARTICLE 42 – PART TIME EMPLOYEES**

920	<b>Less than 30 hours/week</b>	<b>Less than 20 hours/week</b>
921	<b><u>excluded from:</u></b>	<b><u>excluded from:</u></b>
922	Health Benefits	Health Benefits
923	Life Insurance	Life Insurance
924	Personal Days	Personal Days
925	Longevity	Longevity
926		And any other benefits

927 **20 to 29 hours/week entitled to:**  
928 Pro-rated Sick Leave  
929 Pro-rated Holidays  
930 Pro-rated Vacation

931 **ARTICLE 43 – EDUCATION BENEFITS**

932  
933 a) The Township encourages the exploration of relevant training programs and will  
934 consider payment of reasonable cost for enrollment in seminars and training courses related to an

935 employee's area of services to the Township. Consideration of payment by the Township will  
936 require that the employee explore available courses to be offered and discuss these programs and  
937 costs with their supervisor to insure that the appropriate budget considerations are made to allow  
938 for these expenses. No employee shall be entitled to consideration of payment for course cost  
939 unless they have received the written consent of their Division and Department Head.

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

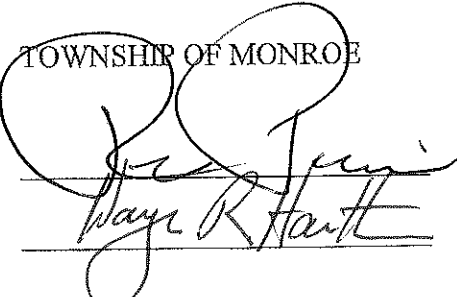
943 **ARTICLE 44 – WEATHER EMERGENCY/DECLARED HOLIDAYS**

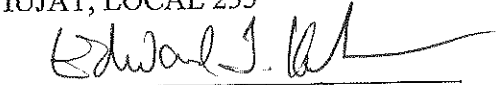
944       Should the Mayor and Council declare a weather emergency or holiday and, as a result,  
945 the employees in the Town Hall are sent home, then the employees in the Road Department shall  
946 start to be paid premium overtime pay at double time (2X) their regular rate of pay for the rest of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


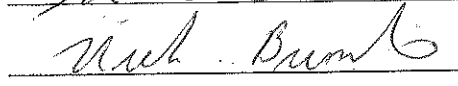
949 **ARTICLE 45 – DURATION OF AGREEMENT**

950       This agreement shall become effective January 1, 2015 and shall continue in full force  
951 and effect until December 31, 2017. This agreement shall automatically renew itself from year  
952 to year thereafter, unless either of the parties is given notice in writing at least sixty (60) days  
953 prior to the expiration date to change, modify or terminate this agreement. In such cases the  
954 parties shall endeavor to negotiate a new contract within sixty (60) days prior to the expiration of  
955 this Agreement.

956 IN WITNESS WHEREOF, the parties have entered into this Agreement and caused same  
957 to be executed by its respective officers or agents this 3 day of AUGUST,  
958 2015.

959  
960 TOWNSHIP OF MONROE  
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UNITED SERVICE WORKERS UNION,  
IUJAT, LOCAL 255  
  
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\_\_\_\_\_

968 LOCAL 255 UNION COMMITTEE  
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Appendix C

Amendments for OPT Out Amounts

Benefit OPT Out Rates (these numbers represent 50% of the 2007 capped premiums)

	Single	H/W	P/C	Family
Medical	4,816.26	9,874.98	8,127.66	14,433.54
Chiropractic	45.83	102.83	107.38	133.84
Dental	253.98	441.60	441.60	707.40
Total	5,116.07	10,419.41	8,676.64	15,274.78

991 Rates above reflect the inclusion of the CDL A and/or B stipend into the base wage.  
992 Therefore the contract language regarding CDL stipends will be deleted from the  
993 agreement.  
994

995 A step advancement upon attaining new CDL classification shall be effective the next  
996 payroll following the Department Head's receipt of proof of license.  
997

998 Promotion from Truck Driver Step 4 with Class A CDL and tanker endorsement, will  
999 advance to Road Equipment Operator Step 2. Advancement to Step 4 requires CDLA and  
1000 Tanker Endorsement.  
1001

1002 Laborers must have CDL Class B before advancing to Step 2, and will advance through  
1003 all four steps and demonstrate proficiency in all vehicles requiring Class B before advancing to  
1004 Truck Driver Step 1.  
1005

1006 Truck Driver – The advancement to Step 4 is contingent upon having a Class A license  
1007 and demonstrated proficiency in all Class A and B vehicles including roll-off.  
1008

1009 Any building maintenance workers with five (5) years of service shall move to Step 1 Sr.  
1010 Building Maintenance Workers.  
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Side Letter of Understanding  
Between  
Township of Monroe  
And  
United Service Workers Union, Local 255, IUJAT

Pursuant to discussions between the parties regarding certain issues the parties agree to the following effective April 1, 2011.

1. For the months of April, May, June, July, August and September the Recycling Yard will be staffed by three (3) bargaining unit employees on Saturday.

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Appendix A - Salary and Wages

	<u>2015</u>	<u>2015</u>	<u>2015</u>	<u>2015</u>
<u>POSITION</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Asst. General Forman	\$72,085	\$76,354	\$80,877	\$85,677
Bldg. & Grounds Forman	\$48,687	\$52,164	\$54,723	\$57,413
Bldg. Maintenance Worker	\$38,057	\$40,229	\$41,854	\$43,902
Senior Equipment Operator	-	-	\$62,000	\$65,000
Road Equipment Operator	\$49,082	\$51,957	\$56,572	\$59,625
Parks Equipment Operator	\$42,577	\$46,480	\$49,082	\$54,402
DPW Clerk Dispatcher	\$38,398	\$40,797	\$43,197	\$45,598
Sign Technician/Info Tech	\$46,799	\$49,198	\$51,597	\$56,397
General Forman	\$76,748	\$80,403	\$85,184	\$90,237
Truck Driver	\$44,219	\$46,432	\$48,752	\$51,451
Truck Driver/Parks	\$40,229	\$42,193	\$44,258	\$46,421
Laborer	\$38,057	\$40,229	\$41,854	\$43,902
Mechanic	\$53,443	\$55,986	\$58,679	\$61,489
Mechanic's Helper	\$38,057	\$40,229	\$41,854	\$43,902
Welder	\$52,243	\$54,787	\$57,478	\$60,288
Road Dept. Forman	\$64,988	\$68,805	\$71,429	\$72,855
Sr. Bldg. Maintenance Worker	\$46,914	\$49,242	\$51,567	\$54,068

<b>Sign Technician</b>	\$46,914	\$49,242	\$51,567	\$54,068
<b>Sr. Mechanic</b>	\$64,593	\$67,195	\$69,797	\$73,126
<b>Skilled Worker:</b>				
<b>Mason, Welder or Paver</b>	\$40.78	\$41.71	\$41.71	\$45.60
<b>Carpenter, Plumber</b>				
<b>MTUD Laborer</b>	\$38,057	\$40,229	\$41,854	\$43,902
<b>MTUD Senior Laborer</b>	\$49,082	\$51,034	\$56,572	\$59,625
<b>hired before 1/1/2015</b>				
<b>MTUD Senior Laborer</b>	\$46,000	\$48,000	\$50,000	\$52,000
<b>hired after 1/1/2015</b>				
<b>MTUD Operator</b>	\$49,082	\$51,034	\$56,572	\$59,625
<b>MTUD Senior Operator</b>	\$60,500	\$63,787	\$67,605	\$69,845
<b>MTUD Foreman</b>	\$71,766	\$74,744	\$77,721	\$80,699
<b>MTUD Inspector</b>	\$35,027	\$38,715	\$42,404	\$46,094
<b>MTUD Senior Inspector</b>	\$49,782	\$53,471	\$57,159	\$60,849

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	<u>2016</u>	<u>2016</u>	<u>2016</u>	<u>2016</u>
<u>POSITION</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Asst. General Forman	\$73,527	\$77,881	\$82,495	\$87,391
Bldg. & Grounds Forman	\$49,661	\$53,207	\$55,817	\$58,561
Bldg. Maintenance Worker	\$38,818	\$41,034	\$42,691	\$44,780
Senior Equipment Operator	-	-	\$63,240	\$66,300
Road Equipment Operator	\$50,064	\$52,996	\$57,703	\$60,818
Parks Equipment Operator	\$43,429	\$47,410	\$50,064	\$55,490
DPW Clerk Dispatcher	\$39,166	\$41,613	\$44,061	\$46,510
Sign Technician/Info Tech	\$47,735	\$50,182	\$52,629	\$57,525
General Forman	\$78,283	\$82,011	\$86,888	\$92,042
Truck Driver	\$45,103	\$47,361	\$49,727	\$52,480
Truck Driver/Parks	\$41,034	\$43,037	\$45,143	\$47,349
Laborer	\$38,818	\$41,034	\$42,691	\$44,780
Mechanic	\$54,512	\$57,106	\$59,853	\$62,719
Mechanic's Helper	\$38,818	\$41,034	\$42,691	\$44,780
Welder	\$53,288	\$55,883	\$58,628	\$61,494
Road Dept. Forman	\$66,288	\$70,181	\$72,858	\$74,312
Sr. Bldg. Maintenance Worker	\$47,852	\$50,227	\$52,598	\$55,149
Sign Technician	\$47,852	\$50,227	\$52,598	\$55,149

<b>Sr. Mechanic</b>	\$65,885	\$68,539	\$71,193	\$74,589
<b>Skilled Worker:</b>				
<b>Mason, Welder or Paver</b>	\$41.60	\$42.54	\$42.54	\$46.51
<b>Carpenter, Plumber</b>				
<b>MTUD Laborer</b>	\$38,818	\$41,034	\$42,691	\$44,780
<b>MTUD Senior Laborer</b>	\$50,064	\$52,055	\$57,703	\$60,818
<b>hired before 1/1/2015</b>				
<b>MTUD Senior Laborer</b>	\$46,920	\$48,960	\$51,000	\$53,040
<b>hired after 1/1/2015</b>				
<b>MTUD Operator</b>	\$50,064	\$52,055	\$57,703	\$60,818
<b>MTUD Senior Operator</b>	\$61,710	\$65,063	\$68,957	\$71,242
<b>MTUD Foreman</b>	\$73,201	\$76,239	\$79,275	\$82,313
<b>MTUD Inspector</b>	\$35,728	\$39,489	\$43,252	\$47,016
<b>MTUD Senior Inspector</b>	\$50,778	\$54,540	\$58,302	\$62,066

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	Jan 1 - Jun 30	Jan 1 - Jun 30	Jan 1 - Jun 30	Jan 1 - Jun 30
	<u>2017</u>	<u>2017</u>	<u>2017</u>	<u>2017</u>
<u>POSITION</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Asst. General Forman	\$74,630	\$79,049	\$83,732	\$88,701
Bldg. & Grounds Forman	\$50,406	\$54,005	\$56,655	\$59,440
Bldg. Maintenance Worker	\$39,400	\$41,649	\$43,331	\$45,452
Senior Equipment Operator	-	-	\$64,189	\$67,295
Road Equipment Operator	\$50,815	\$53,791	\$58,569	\$61,730
Parks Equipment Operator	\$44,080	\$48,121	\$50,815	\$56,322
DPW Clerk Dispatcher	\$39,753	\$42,237	\$44,722	\$47,208
Sign Technician/Info Tech	\$48,451	\$50,935	\$53,418	\$58,388
General Forman	\$79,457	\$83,241	\$88,191	\$93,422
Truck Driver	\$45,780	\$48,071	\$50,473	\$53,267
Truck Driver/Parks	\$41,649	\$43,682	\$45,820	\$48,060
Laborer	\$39,400	\$41,649	\$43,331	\$45,452
Mechanic	\$55,330	\$57,962	\$60,750	\$63,660
Mechanic's Helper	\$39,400	\$41,649	\$43,331	\$45,452
Welder	\$54,087	\$56,721	\$59,507	\$62,416
Road Dept. Forman	\$67,282	\$71,234	\$73,950	\$75,427
Sr. Bldg. Maintenance Worker	\$48,570	\$50,980	\$53,387	\$55,977



<b>Sign Technician</b>	\$48,570	\$50,980	\$53,387	\$55,977
<b>Sr. Mechanic</b>	\$66,873	\$69,567	\$72,261	\$75,707
<b>Skilled Worker:</b>				
<b>Mason, Welder or Paver</b>	\$42.22	\$43.18	\$43.18	\$47.21
<b>Carpenter, Plumber</b>				
<b>MTUD Laborer</b>	\$39,400	\$41,649	\$43,331	\$45,452
<b>MTUD Senior Laborer hired before 1/1/2015</b>	\$50,815	\$52,836	\$58,569	\$61,730
<b>MTUD Senior Laborer hired after 1/1/2015</b>	\$47,624	\$49,694	\$51,765	\$53,836
<b>MTUD Operator</b>	\$50,815	\$52,836	\$58,569	\$61,730
<b>MTUD Senior Operator</b>	\$62,636	\$66,039	\$69,991	\$72,311
<b>MTUD Foreman</b>	\$74,299	\$77,382	\$80,465	\$83,548
<b>MTUD Inspector</b>	\$36,263	\$40,082	\$43,901	\$47,721
<b>MTUD Senior Inspector</b>	\$51,539	\$55,359	\$59,177	\$62,997

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	July 1-Dec 31	July 1-Dec 31	July 1-Dec 31	July 1-Dec 31
	<u>2017</u>	<u>2017</u>	<u>2017</u>	<u>2017</u>
<b>POSITION</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Asst. General Forman	\$75,376	\$79,840	\$84,569	\$89,588
Bldg. & Grounds Forman	\$50,910	\$54,545	\$57,221	\$60,034
Bldg. Maintenance Worker	\$39,794	\$42,066	\$43,765	\$45,906
Senior Equipment Operator	-	-	\$64,830	\$67,967
Road Equipment Operator	\$51,323	\$54,329	\$59,155	\$62,347
Parks Equipment Operator	\$44,521	\$48,602	\$51,323	\$56,886
DPW Clerk Dispatcher	\$40,151	\$42,660	\$45,169	\$47,680
Sign Technician/Info Tech	\$48,936	\$51,444	\$53,953	\$58,972
General Forman	\$80,252	\$84,074	\$89,073	\$94,357
Truck Driver	\$46,238	\$48,552	\$50,978	\$53,800
Truck Driver/Parks	\$42,066	\$44,119	\$46,279	\$48,540
Laborer	\$39,794	\$42,066	\$43,765	\$45,906
Mechanic	\$55,883	\$58,542	\$61,358	\$64,296
Mechanic's Helper	\$39,794	\$42,066	\$43,765	\$45,906
Welder	\$54,628	\$57,288	\$60,102	\$63,040
Road Dept. Forman	\$67,955	\$71,946	\$74,690	\$76,181
Sr. Bldg. Maintenance Worker	\$49,056	\$51,490	\$53,921	\$56,536

<b>Sign Technician</b>	\$49,056	\$51,490	\$53,921	\$56,536
<b>Sr. Mechanic</b>	\$67,542	\$70,263	\$72,983	\$76,464
<b>Skilled Worker:</b>				
<b>Mason, Welder or Paver</b>	\$42.64	\$43.61	\$43.61	\$47.68
<b>Carpenter, Plumber</b>				
<b>MTUD Laborer</b>	\$39,794	\$42,066	\$43,765	\$45,906
<b>MTUD Senior Laborer</b>	\$51,323	\$53,364	\$59,155	\$62,347
<b>hired before 1/1/2015</b>				
<b>MTUD Senior Laborer</b>	\$48,100	\$50,191	\$52,283	\$54,374
<b>hired after 1/1/2015</b>				
<b>MTUD Operator</b>	\$51,323	\$53,364	\$59,155	\$62,347
<b>MTUD Senior Operator</b>	\$63,262	\$66,699	\$70,691	\$73,034
<b>MTUD Foreman</b>	\$75,042	\$78,156	\$81,269	\$84,383
<b>MTUD Inspector</b>	\$36,626	\$40,482	\$44,340	\$48,198
<b>MTUD Senior Inspector</b>	\$52,055	\$55,912	\$59,768	\$63,627

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

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

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

**C. Scheduled Progression of current employees:**

1. Kevin A. will progress to Senior Laborer Step 1 effective January 1, 2015 and to Step 2 after six (6) months
2. Lonnie P. will progress to Senior Laborer Step 1 upon his anniversary date of hire and/or to Operator Step 1 upon successfully passing the second DEP License Test
3. Vinny D. will progress to Operator Step 1 effective January 1, 2015 and move to Step 2 after six (6) months.
4. Nick B. will progress to Senior Operator Step 1 (see F below) effective January 1, 2015 and to Step Two after six (6) months.

All employees would progress to step 3 and step 4 after serving twelve (12) months.

**D. Senior Laborer Salary Step Guide (for employees hired after January 1, 2015):**

Step 1	\$46,000
Step 2	\$48,000
Step 3	\$50,000
Step 4	\$52,000

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

1147

1148 F. Senior Operators:

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1150 Step 1 for Senior Operators shall be \$60,500 for a minimum of six (6) months. Employees shall  
1151 progress to the next Step after serving 12 months in the new step.

1152

1153 G. Miscellaneous- Summer Hours MTUD

1154 In the event management determines it is operationally necessary, between June 15<sup>th</sup> and  
1155 September 15<sup>th</sup> one employee may be scheduled 6am-2pm, Monday through Friday. This  
1156 employee will be paid through lunch.

1157

1158

**MONROE TOWNSHIP MEDICAL PLAN DESIGN OPTIONS  
AETNA FULLY INSURED PLANS**

	<b>Option 1 (Inforce)</b>	<b>Option 2</b>	<b>Option 3</b>	<b>Option 4</b>
	<b>Open Access</b>	<b>Open Access</b>	<b>QPOS (A) PCP Referral Required</b>	<b>High Deductible (1) Open Access</b>
<b>Medical Cost Sharing</b>				
PCP Referral Required	No	No	Yes	No
Preventive Care	100%	100%	100%	100%
Primary Care Copayment	\$10	\$20	\$25	
Specialist Care Copayment	\$10	\$40	\$40	
Emergency Room Copayment	\$15	\$100	\$15	
Out Patient Surgical Copayment			\$100/procedure	
In Network Diagnostic X-Ray Copayment	\$10	\$0	\$40	
In Patient Hospital Copayment		\$250/Admission Copayment (then 100%)	\$250 Copayment/day (Max \$1,250/Admission)	
In Network Deductible				\$1,500/\$3,000 (2)
In-Network Coinsurance	100%	100%	100%	100%
In-Network Out-of-Pocket Maximum (Individual/Family)	\$1,500/\$3,000	\$2,500/\$5,000	\$1,500/\$3,000	\$2,000/\$4,000 (3)
Out-of-Network Deductible (Individual)	\$1,000/\$3,000	\$7,500/\$15,000	\$5,000/\$15,000	\$3,000/\$6,000 (2)
Out-of-Network Coinsurance (Individual)	30% After Deductible	50% After Deductible	50% After Deductible	30% After Deductible
Out-of-Network Out-of-Pocket Maximum (Individual)	\$10,000/\$30,000	\$30,000/\$60,000	\$20,000/\$60,000	\$3,500/\$7,000 (3)
Out-of-Network Inpatient Hospital Deductible				
<b>Prescription Drug</b>				
Retail: Generic Copayments	\$5.00	\$5.00	\$10.00	Subject to Deductible (then paid at 100% subject to \$5/\$15 copayment)
Retail: Preferred Copayments	\$15.00	\$15.00	\$25.00	
Retail: Non-Preferred Copayments	\$15.00	\$15.00	\$40.00	
Mail: Generic Copayments	\$10.00	\$10.00	\$20.00	
Mail: Preferred Copayments	\$30.00	\$30.00	\$50.00	
Mail: Non-Preferred Copayments	\$30.00	\$30.00	\$80.00	

**Rates (January 1, 2015)**

Single	\$988.79	\$954.18	\$870.14	\$830.58
Employee + Spouse	\$2,015.80	\$1,945.25	\$1,773.90	\$1,693.27
Employee + Children	\$1,798.41	\$1,735.47	\$1,582.60	\$1,510.66
Employee + Family	\$2,920.53	\$2,818.31	\$2,570.07	\$2,453.25

1. Health Savings Accounts can be used for qualified medical expenses without federal tax liability
2. All covered expenses accumulate separately toward the In-Network or Out-of-Network Deductible
3. All covered expenses accumulate separately toward the In-Network or Out-of-Network out of pocket maximum
4. The Aetna QPOS is similar to an HMO in that referrals from the Primary Care Physician (PCP) are required prior to receiving medical care from a Specialist. The Aetna QPOS plan (unlike an HMO) does provide a limited out of network benefit