

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

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55 ARTICLE 1 – PREAMBLE

56

57 This Agreement entered into this 1<sup>st</sup> day of January 2023, between the Township of  
58 Monroe (hereinafter referred to as the Township) and the United Service Workers Union, Local  
59 255, IUJAT, 145 Huguenot Street, Suite 420, New Rochelle, NY 10801 (hereinafter referred to  
60 as the Union). This Agreement shall be in effect from January 1, 2023 up to and including  
61 December 31, 2026.

62 ARTICLE 2 – RECOGNITION

63

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

70 ARTICLE 3 – DUES CHECK OFF

71

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

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

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

88 Miscellaneous Provisions Relating to Workplace Democracy Enhancement Act

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

183 **ARTICLE 4 – MANAGEMENT RIGHTS**

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

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192 **ARTICLE 5 – NO STRIKE PLEDGE**

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

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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.

205 **ARTICLE 6 -- NON-DISCRIMINATION**

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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 politician affiliation.

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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.

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216 ARTICLE 7 – SENIORITY

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

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

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

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

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

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

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

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

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

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

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

253 j) Before any full time, bargaining unit member is laid off, all part time, temporary,  
254 and seasonal employees must be laid off. The least senior employees in the following units shall  
255 be laid off first. For layoff purposes the bargaining unit is divided into four (4) units: 1) Road  
256 Department, Buildings and Grounds 2) Parks, 3) Monroe Township Utility Department, 4)  
257 Vehicle Maintenance. There shall be no bumping rights between the four (4) units.

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

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

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

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

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

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

279 **ARTICLE 9 – CALL BACK PAY**

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

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

290 b) Utility employees called in to work will be paid a minimum of 3 hours pay for each  
291 call-in at time and one half (1 ½).

292 Call-out time will be considered any time worked when an employee must report back to  
293 work after the employee has left the Department's premises for the day and until they report back  
294 to work for their regularly scheduled day. A minimum of 3 hours compensation at time and one  
295 half will be paid for each time an employee is called in except when the calls overlap the 3 hour  
296 minimum or when an employee is called in to start earlier in the morning.

297 The MTUD Superintendents will maintain an on-call duty list.  
298

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

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

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

308 **ARTICLE 10 -- HOURS OF WORK & OVERTIME**

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

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

320 Summer Hours MTUD:

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

324

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

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

330 1) Any work performed on Saturday shall automatically be paid at one and  
331 one half (1 ½) times the employee’s regular rate of pay. Permanent part time employees will be  
332 paid straight time if Saturday is a regularly scheduled work day.

333           2)     Any work performed on Sunday shall automatically be paid at two (2x)  
334 times the Employee's regular rate of pay except that an employee having a no-pay day during the  
335 regular work week shall only be paid time and one-half for that Sunday. Permanent part time  
336 employees will be paid straight time if Sunday is a regularly scheduled workday.

337           Any permanent employee (part time and full time) required to work on a holiday shall be  
338 compensated their regularly scheduled hours as holiday pay plus double time (2X). In the case  
339 of full time employees their normal seven point five (7.5) or eight (8) hours per day, in the case  
340 of permanent part-timers; whatever their regularly scheduled hours of work would have been for  
341 that day. For time over their regularly scheduled hours on a holiday the employee will continue  
342 to be compensated at triple (3X) time on an hourly basis."

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

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

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

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

358           d)     Overtime and Lunch Money

359           \$14.00 Annually

360           e) An employee who works his regular shift and then must go on overtime shall be  
361 entitled to one half (1/2) hour lunch period with no loss of pay, plus the meal allowance. Every  
362 four (4) hours thereafter, he shall be entitled to another one half (1/2) hour lunch period, plus the  
363 meal allowance spelled out above, payable by Municipal Voucher through the Requisition  
364 process. All employees including those that work a schedule less than those hours specified  
365 above shall be compensated at time and one half (1 ½) for work performed on Saturday unless  
366 Saturday is part of the employee's regular schedule as a permanent part-time employee.

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

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

373           h)     Overtime shall be rotated to ensure that both senior, middle range and new  
374 employees share equally in available overtime hours in keeping with their qualifications to  
375 perform the assigned task. The employer shall maintain a list of employees by seniority. Initial  
376 distribution of available overtime hours shall begin with the most senior personnel qualified to  
377 perform the assigned task and shall be rotated down the list for all subsequent assignments. The  
378 employer shall also maintain a log of their overtime assignments including the employees they



379 have requested to work overtime and their refusal of same, if that is the case. The intent of  
380 rotation of overtime assignments is to ensure that all employees, regardless of seniority, have  
381 ample opportunity to benefit from available overtime income.

382 i) Employees performing snow removal operations in the Township roads and  
383 buildings outside of their regularly scheduled shift shall receive 1 hour of compensatory time  
384 every 4 hours of work up to 16 hours of work. This shall not apply when Town Hall is closed,  
385 and employees are being paid triple time performing snow removal operations. Salting events  
386 for Icing shall be excluded from this compensatory time. Any snow removal operations where  
387 employees are on time and a half or double time the 1-hour compensatory time every 4 hours  
388 worked shall apply. Compensatory time earned during snow removal operations may not be  
389 used if a winter storm is forecasted.

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

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393 **ARTICLE 11 – HOLIDAYS**

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

396	New Year's Day	Labor Day
397	Martin Luther King Day	Columbus Day
398	Presidents' Day	General Election Day
399	Good Friday	Veteran's Day
400	Memorial Day	Thanksgiving Day
401	Juneteenth <i>based on State Holiday</i>	Day after Thanksgiving
402	Fourth of July	Christmas Day*

403

404 \*The day after Christmas will be designated as a paid holiday when Christmas falls on a

405 Thursday, therefore resulting in fifteen (15) paid holidays for that year.

406 In addition to the above listed paid holidays, employees will receive two (2) additional  
407 "Floating Holidays" to be used at the Employee's discretion, for religious holiday, employee's  
408 birthday, vacation etc.

409 b) Employees may choose to work one of these floating holidays at premium pay. For  
410 example, if an employee chooses February 14<sup>th</sup> as their Floating Holiday and works that day they  
411 shall be entitled to holiday premium pay for that day. The floating holiday shall be utilized at the  
412 employee's discretion. However, the selection of the day off is subject to the approval of the  
413 Department Head with at least 48 hours' notice. Approval shall not be unreasonably withheld.

414 For specific provisions on Holiday Pay, please see Article 10 – Hours of Work &  
415 Overtime.

416 **ARTICLE 12 – VACATIONS**

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

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

432 Vacation is pro-rated in the first year of employment. After the first year of employment  
433 employees are credited on January 1<sup>st</sup> with their expected vacation allotment for the year. If an

434 employee is expected to receive an increase in their vacation, the vacation increase is credited on  
435 January 1<sup>st</sup> preceding the employee's anniversary.

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

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

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

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

443 **ARTICLE 13 – REST PERIODS**

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

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

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

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

455 1. Personal Days

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

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

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

465 2. Compensatory Time (CTO)

466 a) In lieu of being paid overtime, employees shall be allowed to accumulate 40 hours of  
467 compensatory time, subject to the following rules:

468 1. Compensatory time earned in one month must be used no later than four (4) months  
469 after which it was earned.

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

471 3. CTO may not be banked or cashed out.

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

476 **ARTICLE 15 – SICK LEAVE**

477

478 a) Full Time Township employees are entitled to thirteen (13) sick days per year.

479 New employees will accrue sick leave time in accordance with the contract formula but will not

480 be entitled to sick leave benefits during their initial sixty (60) days of provisional employment.

481 There is no limit on the number of sick days which may be accumulated from one year to the  
482 next.

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

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

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

499                   1.)     Part timers see Article 42.

500           e)     Full time employees shall be credited with thirteen (13) days of sick leave per  
501 year for the period of this contract on January 1<sup>st</sup> of each year. New employees will accrue sick  
502 leave time on the basis of one point zero eight (1.08) day per month of actual service based on  
503 actual starting dates but will not be entitled to sick leave benefits during their initial sixty (60)

504 calendar days of provisional employment. There is no limit on the number of sick days which  
505 may be carried forward from one year to the next.

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

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

511 h) An employee may donate his/her unused banked sick days from one employee to  
512 another in accordance with Township procedures.

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

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

522 **ARTICLE 17 – EXTENDED SICK LEAVE**

523 a) Before becoming eligible for extended sick leave (ESL), an employee must have a  
524 minimum of five (5) days in their sick leave bank. If the employee does not have the minimum  
525 time, there will be a 10-day waiting period before becoming eligible for extended sick leave.  
526 An employee may use personal or vacation time during this 10-day period. Prior to the start of

527 extended sick leave, an employee is required to utilize all sick time accumulated and allotted for  
528 the calendar year.

529         b)       At the start of the employee's fifth (5<sup>th</sup>) year of employment the employee will  
530 become eligible for extended sick leave. In the event of a debilitating sickness and/or injury on  
531 or off the job, the Township will provide a program which will guarantee an employee (his or her  
532 net pay for a period of up to ninety (90) calendar days. No employee with between five and eight  
533 years of service shall receive more than ninety (90) calendar days of extended sick leave in any  
534 rolling 12-month period.

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

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

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

547         Example: John has less than 9 years of service. John goes on ESL December 1, 2019 and  
548 returns on February 1, 2020. Upon his return on February 1<sup>st</sup>, John will be eligible for his 2020

549 bank of thirteen (13) day sick days. On April 15, 2020 John needs to utilize ESL again for 30  
550 calendar days, John will be required to utilize his sick leave bank before being eligible for ESL.

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

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

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

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

567 g) Extended sick leave benefits under this Article will commence upon presentation  
568 to the appropriate Municipal Official a certification from his or her physician of the debilitation.  
569 Further, the employee shall render themselves available for examination by a physician selected  
570 by the Township. Both physicians must certify the employee's inability to return to work. In the



571 event that it is determined that an employee would not be able to return to work on a permanent  
572 basis, the extended sick leave provisions herein will not apply.

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

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

583 j) When an employee returns from Extended Sick Leave, there shall be a (1) month  
584 period which employee is unable to utilize vacation benefits.

585 **ARTICLE 18 – MATERNITY LEAVE**

586 a) Granted to full-time employees.

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

594 Division of Health & Human Resources a certificate from her physician monthly certifying her  
595 ability to continue working.

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

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

604 c) Job to be held open for 6 months.

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

607 **ARTICLE 19 – BEREAVEMENT LEAVE**

608  
609 a) In the event of death in the employee’s immediate family, the employee shall be  
610 granted time off without loss of pay from the day of death or the day of the funeral, but in no  
611 event shall said leave exceed five (5) consecutive working days, one of which shall be the day of  
612 death or day of the funeral. Bereavement time shall be exclusive of scheduled days off and  
613 holidays.

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

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

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

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

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

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

630 **ARTICLE 20 – JURY LEAVE**

631  
632 Any employee covered by this agreement who is required to serve on a jury, shall be  
633 granted a leave of absence with pay to serve on said jury. During the time that he is serving on  
634 said jury, the employee shall receive his full pay from the Township.

635 **ARTICLE 21 – MILITARY LEAVE**

636  
637 a) Any full-time employee covered by this agreement that is a member of the United  
638 States Reserves, or a State National Guard, or any division of the armed services, and is required  
639 to engage in annual active duty training, shall be granted a leave of absence in accordance with  
640 applicable State Law. The employee shall be entitled to be paid the difference between his

641 regular Township salary and his military pay if the military pay is less than his regular gross  
642 Township pay for the period of military leave.

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

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

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

#### 651 ARTICLE 22 – CONVENTION LEAVES

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

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

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

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

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

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

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

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

677 **ARTICLE 24 – UNION REPRESENTATIVES**

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

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

685             c)     The Township agrees to recognize a maximum of one (1) Shop Steward and one  
686 (1) Assistant Shop Steward and at least one (1) Shop Steward and one (1) Assistant Shop  
687 Steward for the Utility Department selected by the Union. These individuals shall be granted a

688 reasonable amount of time during regular working hours, without loss of pay, to present, discuss,  
689 and adjust grievances with the Township. Neither a Steward nor an Assistant Shop Steward shall  
690 leave their work without first obtaining the permission of their division head, which permission  
691 shall not be unreasonably withheld.

692 **ARTICLE 25 – BULLETIN BOARDS**

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

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

699  
700 a) 1. The health benefits plan for eligible employees and their dependents shall be the  
701 Horizon Direct Access plan and Omnia 10. The Summary Plan Descriptions (“SPD”) are  
702 attached hereto and the full SPDs are incorporated by reference.

703 2. Effective January 1, 2023 the following co-pays will be in effect

704 Direct Access:

705 Emergency room co-pay: \$100.00, waived if admitted.  
706 Urgent Care co-pay: \$40.00.  
707 PCP / Specialist co-pay: \$20.00 / \$40.00  
708

709 Omnia:

710 Emergency room co-pay: \$25.00, waive if admitted. (Tier 1)  
711 Urgent Care co-pay: \$40.00.  
712 PCP / Specialist co-pay: \$5.00 (Tier 1) and \$10.00 (Tier 2)  
713

714 Rx co-pays for both Direct Access and Omnia shall be:

715                   Generic:       \$5.00           Mandatory Generic Prescriptions beginning 2024.  
716                   Preferred:     \$35.00  
717                   Non-preferred:\$70.00  
718                   (2x for 90 day mail order)

719                3. All employees hired on or after January 1, 2019 shall enroll in the OMNIA 10 plan. All  
720 other employees shall have the option to enroll in OMNIA 10. Employees hired prior to January  
721 1, 2019 shall be eligible to enroll in any plan during open enrollment or upon loss of insurance  
722 from alternate source. All employees enrolled in OMNIA 10 will receive the Township  
723 sponsored HRA.

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

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

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

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

- 731                   1.     Be a “comprehensive plan” providing the same benefits as FSA eligible
- 732                   expenses
- 733                   2.     HRA debit card
- 734                   3.     100% balance rollover

735                6. Chapter 78 cost sharing continues during the term of the contract.

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

739                Domestic Partners

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

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

744 The following Dental Program is based upon the usual Customary and Reasonable Fee  
745 concept.

746	Benefits:	Preventive & Diagnostic	100%
747		Remaining Basic Benefits	80/20
748		Crowns & Gold Restoration	50/50
749		Prosthodontic Services	50/50
750			

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

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

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

757 Orthodontic Co-Payment 50/50

758

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

760

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



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

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

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

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

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

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

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

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

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

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

## 802   ARTICLE 27 – RULES AND REGULATIONS

803           The Township shall establish a POLICY PROCEDURES MANUAL which shall be  
804 equitably applied and enforced. Copies of the POLICY AND PROCEDURES MANUAL shall  
805 be distributed to all employees covered by this Agreement and to the Union. In the event, any  
806 changes made in the POLICY AND PROCEDURES MANUAL conflict with matters affecting  
807 this Agreement the terms of this agreement shall prevail.  
808

## 809   ARTICLE 28 – ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS

810           a)     An employee shall within three (3) working days of a written request to the  
811 Division of Health & Human Resources, during the term of this agreement, have an opportunity  
812

813 to review their personnel file, in the presence of an appropriate official of the Division of Health  
814 & Human Resources, to examine any criticism, commendation or evaluation of their work  
815 performance or conduct prepared by the Township. The employee shall be allowed to place in  
816 such file a response of reasonable length to anything contained therein.

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

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

#### 825 ARTICLE 29 – SAVINGS CLAUSE

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

#### 832 ARTICLE 30 – DISCIPLINE AND DISCHARGE

833       a) An employee may be disciplined, suspended or discharged only for a just cause.  
834       b) An employee who loses their CDL, as a result of a motor vehicle violation or  
835 other law enforcement actions, which that CDL is a requirement of their job function, and is  
836

837 unable to perform their job, shall receive a 17% reduction in their rate of pay for the period of  
838 time their license is revoked. In addition, those employees will have no driving privileges.

839 c) Discharge cases may be processed at the third step of the Grievance Procedure.

840 d) Any verbal reprimand more than twelve (12) months old shall be removed from  
841 an employee's personal file provided no similar violations have occurred within the same 12-  
842 month period.

### 843 ARTICLE 31 – JOB POSTING

844

845 a) Existing or planned job vacancies will be posted for 14 calendar days on the  
846 bulletin boards. The posting will include:

847 1: a description of the job  
848 2: qualifications required  
849 3: location of the vacancy  
850 4: procedures to be followed by employees interested in making  
851 application.

852

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

### 855 ARTICLE 32 – WORK OUT OF TITLE

856

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

### 861 ARTICLE 33 – SAFETY AND HEALTH

862

863 The Employer and the Union shall each designate a Safety Committee member. It shall  
864 be their joint responsibility to investigate and correct unsafe and unhealthful conditions. They

865 shall meet periodically as necessary to review conditions in general and to make  
866 recommendation to either or both parties when appropriate. The Safety Committee member  
867 representing the Union shall be permitted reasonable opportunity to visit work locations  
868 throughout the Employer's facilities for the purpose of investigating safety and health conditions  
869 during working hours with no loss of pay.

870 **ARTICLE 34 –LABOR MANAGEMENT COMMITTEE**

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

875 **ARTICLE 35 – FULLY BARGAINED PROVISION**

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

881 **ARTICLE 36 – SALARIES**

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

885	1/1/2023-	\$850 + 2.75%
886	1/1/2024-	\$850 + 2.90%
887	1/1/2025-	\$850 + 2.90%
888	1/1/2026-	\$850 + 2.90%

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

890

891 The permanent part time hourly wage schedule will increase \$.41/hr plus 2.75% effective  
892 on 1/1/23, and \$.41/hr plus 2.9% effective on 1/1/24, 1/1/25 and 1/1/26 respectively, and are  
893 attached in Appendix "A".

894

895 b) Skilled Work

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

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

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

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

903 3, Set up pay-General Foremen only -will receive two (2) hours straight time pay.

904 4, Effective 1/1/08, Road Department Foremen shall be eligible for the premium pay for  
905 the actual time performing the job

906 For the purposes of clarification, employees when doing paving or plumbing or carpentry  
907 shall be paid at the following schedule, except for the title of Building Maintenance Technician  
908 (see Appendix A):

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

910 Laborers: Shall receive time and one-half

911 c) Mechanics

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

935           j)       With the approval of the Department Director, an employee who obtains their  
936 CPWM certification shall receive a \$5,000 increase to their base salary to be effective on  
937 successful completion of the exam. (Proof of completion required.)

938           k)       ELDT Instructor - \$2500.00 annual salary. An employee who has been designated  
939 by the Township to conduct ELDT (hands-on portion only) for current employees, as required to  
940 obtain a CDL or upgrade to certain Class, will receive compensation while performing the duties  
941 of ELDT Instructor. This will be as needed and each assignment will be designated annually  
942 unless otherwise agreed.

943       **ARTICLE 37 – TERMINATION**

944  
945           a)       This Agreement shall be effective as of January 1, 2023 and shall remain in full  
946 force and effective until December 31, 2026.

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

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

953       **ARTICLE 38 – WORK UNIFORM PROGRAM**

954  
955           a)       The Township will provide an annual uniform/clothing allowance of \$1,125.00  
956 The uniform/clothing allowance will be paid no later than the last pay period in April. There  
957 shall be no change in the clothing currently provided by the Township as per the uniform  
958 memorandum, except that employees must purchase raingear.

914                   Mechanic                   2019 - \$925.00

915                   Mechanic's Helper   \$500.00 per year

916           d)    CDL LICENSE:

917           Effective January 1, 2006 the CDL adjustment in effect at the time was rolled into the  
918 base pay. CDL Licenses are not required for employees of the Parks Division, or Building and  
919 Grounds Division, except for the title of Building Maintenance Technician.

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

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

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

925           h)    On Call – Employees on call in the MTUD shall receive \$40.00 per day.

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

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

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

929                   Each T4, \$1,500.00 annually

930                   Each W4 and C4 MTUD License \$1,500.00 annually

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

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



959           b)     The Union and the Department Head will meet and agree upon a list of required  
960 clothing/equipment which must be purchased by the employees and which shall be added to this  
961 agreement as an addendum. Upon employee reporting to work without possession and wearing  
962 the required garments/equipment he shall be subject to being sent home without pay and further  
963 disciplinary action for repeat offenders shall be warranted. The employer agrees to furnish  
964 lockers on site for the storage of employee's clothing/equipment. Township will provide class 3  
965 Hi-Visibility safety shirts and Winter Jackets to members,

966     **ARTICLE 39 – LONGEVITY**

967  
968           a)     The Township will provide longevity compensation as follows:

969	b)	Beginning of	5 yrs	5.0%
970			10 yrs	6.0%
971			15 yrs	7.0%
972			20 yrs	8%
973			25 yrs	11%

974  
975           Upon the signing of this agreement, each covered full-time employee with ten (10) or  
976 more years of service with the Township of Monroe may, at his discretion, opt to have his  
977 longevity included into his annual base salary. Those employees wishing to exercise this option,  
978 must submit a written request to the Treasurer no later than the first week in December prior to  
979 January 1st of the year for which the request is written.

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

- 985           b)     For computation purposes, beginning of service shall be considered as January 1  
986 of the subject year for all full-time employees beginning service between January 1 of the subject  
987 year for all full-time employees beginning service between July 1 of the subject year and  
988 December 31 of that year.
- 989           c)     No new employees hired after January 1, 2015 will receive longevity.

990     **ARTICLE 40 – GRIEVANCE PROCEDURE**

991           Definition – Any grievance or dispute which may arise between the parties involving the  
992 application, meaning or interpretation of this agreement.  
993

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

996           **PROCEDURE**

997           **Step 1 – Within the Department**

998           Within five (5) business days of the time a grievance arises or within five (5) business  
999 days of the date when the grievant shall know of its occurrence, the employee either directly or  
1000 accompanied by a steward will present the grievance in writing to the Department Head. Within  
1001 three (3) working days after presentation of the grievance, the Department Head will render a  
1002 written decision to the employee and the Steward.

1003           **Step 2 – Division of Health and Human Resources** Within five (5) business days of  
1004 written answer from the Department Head, if the grievance is not resolved, the employee shall  
1005 file a written grievance to the Division of Health and Human Resources outlining the employee's  
1006 exceptions to the Department Head's decision. The Division of Health and Human Resources  
1007 will arrange a meeting with the employee and the Local Union Shop Steward not later than five  
1008 (5) working days towards the end of attempting to resolve the grievance. The Division of Health

1009 and Human Resources shall give written answer to the employee and Shop Steward not later than  
1010 five (5) working days.

1011 **Step 3 – Business Administrator**

1012 Within ten (10) business days of the written answer, if the grievance is not resolved, it  
1013 shall be filed with the Business Administrator noting all exceptions to previous decisions. The  
1014 Business Administrator will arrange a meeting at a mutually agreeable time and place not later  
1015 than ten (10) working days after receipt of a written grievance.

1016 The aggrieved party, the Shop Steward, and the Union’s Business Representative shall be  
1017 entitled to be present at the meeting. The Business Administrator shall give a written answer to  
1018 the grievance of the employee and the union within ten (10) working days after the meeting, or  
1019 within such additional period of time that may be mutually agreed upon.

1020 A group grievance, one that may affect a group of employees, may be presented by the  
1021 Union at Step 3. Any grievance not processed to the next Step in Grievance Procedure within the  
1022 time limits provided for such proceeding shall be deemed to have been waived and abandoned by  
1023 the moving party.

1024 **ARTICLE 41 – ARBITRATION**

1025  
1026 If the grievance procedure set forth in Article 40 does not result in a satisfactory  
1027 determination, arbitration may be requested upon completion of the procedures set forth under  
1028 Article 40.

1029 The request for arbitration shall be by written notice to the New Jersey Public  
1030 Employment Relations Commission (PERC) within twenty (20) business days of the denial of  
1031 the grievance. The arbitrator shall be selected by the Employer and the Union from a list of

1032 arbitrators supplied by PERC according to established rules and procedures. The Employer and  
1033 the Union shall agree to comply with the rules and regulations of PERC.

1034 The decision of the arbitrator shall be binding on the parties, and the arbitrator shall be  
1035 requested to issue his decision within thirty (30) calendar days after the conclusion of testimony  
1036 and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally  
1037 by the Employer and the Union. If either party desires a verbatim record of the proceedings, it  
1038 may cause such a record to be made, provided it pays for the record and makes copies available,  
1039 without charge, to the other party and to the arbitrator.

1040 The arbitrator's function is to interpret the provision of the Agreement and to decide  
1041 cases of alleged violation of such provisions. The arbitrator shall not supplement, enlarge, or  
1042 alter the scope or meaning of the Agreement or any provision therein, not entertain jurisdiction  
1043 of any subject matter not covered by the Agreement.

1044 **ARTICLE 42 – PERMANENT PART TIME EMPLOYEES**

1045 **Less than 30 hours/week**  
1046 **excluded from:**  
1047 Health Benefits  
1048 Life Insurance  
1049 Personal Days  
1050 Longevity

1051  
1052  
1053  
1054  
1055

1056 **20 to 29 hours/week entitled to:**  
1057 Pro-rated Sick Leave  
1058 Pro-rated Holidays  
1059 Pro-rated Vacation

**Less than 20 hours/week**  
**excluded from:**

Health Benefits  
Life Insurance  
Personal Days  
Longevity

And any other benefits *with  
the exception of Sick Leave  
earned pursuant to law under  
the NJ Earned Sick Leave Act*

1060 **ARTICLE 43 – EDUCATION BENEFITS**

1061

1062 a) The Township encourages the exploration of relevant training programs and will  
1063 consider payment of reasonable cost for enrollment in seminars and training courses related to an  
1064 employee's area of services to the Township. Consideration of payment by the Township will  
1065 require that the employee explore available courses to be offered and discuss these programs and  
1066 costs with their supervisor to ensure that the appropriate budget considerations are made to allow  
1067 for these expenses. No employee shall be entitled to consideration of payment for course cost  
1068 unless they have received the written consent of their Division and Department Head.

1069 b) The Employer and the Union will create a Union Management Committee to  
1070 establish a scholarship committee to award on a random basis four (4) five (\$500.00) hundred  
1071 dollar scholarships per year to replace the Local 911 Educational Fund.

1072 **ARTICLE 44 – WEATHER EMERGENCY/DECLARED HOLIDAYS**

1073  
1074 Should the Mayor and Council declare a weather emergency or holiday and, as a result,  
1075 the employees in the Town Hall are sent home, then the employees shall start to be paid premium  
1076 overtime pay at double time (2X) plus their regular rate of pay for the rest of the hours they are  
1077 scheduled to work on that day.

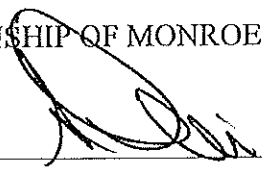
1078 Premium pay for delayed opening will only be paid for the amount of hours the  
1079 Administration Building is closed, regardless of the shift. In the event that the Administration  
1080 Building is closed for the full day premium pay will be paid at eight (8) hours, regardless of shift.

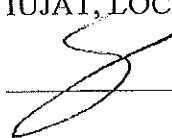
1081 **ARTICLE 45 – DURATION OF AGREEMENT**

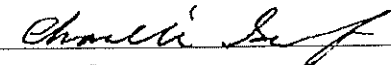
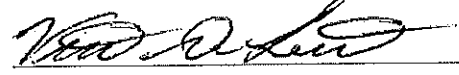
1082 This agreement shall become effective January 1, 2023 and shall continue in full force  
1083 and effect until December 31, 2026. This agreement shall automatically renew itself from year  
1084 to year thereafter, unless either of the parties is given notice in writing at least sixty (60) days

1085 prior to the expiration date to change, modify or terminate this agreement. In such cases the  
1086 parties shall endeavor to negotiate a new contract within sixty (60) days prior to the expiration of  
1087 this Agreement.

1088 IN WITNESS WHEREOF, the parties have entered into this Agreement and caused same  
1089 to be executed by its respective officers or agents this 16<sup>th</sup> day of December  
1090 2023.

1091  
1092 TOWNSHIP OF MONROE  
1093  
1094   
1095 \_\_\_\_\_  
1096 \_\_\_\_\_  
1097 \_\_\_\_\_

UNITED SERVICE WORKERS UNION,  
IUJAT, LOCAL 255  
  
\_\_\_\_\_  
\_\_\_\_\_

1098  
1099 LOCAL 255 UNION NEGOTIATING COMMITTEE  
1100  
1101   
1102 \_\_\_\_\_  
1103   
1104 \_\_\_\_\_  
1105 \_\_\_\_\_  
1106 \_\_\_\_\_  
1107 \_\_\_\_\_  
1108 \_\_\_\_\_







1115 Rates above reflect the inclusion of the CDL A and/or B stipend into the base wage. Therefore,  
1116 the contract language regarding CDL stipends will be deleted from the agreement.

1117

1118 A step advancement upon attaining new CDL classification shall be effective the next  
1119 payroll following the Department Head's receipt of proof of license.

1120

1121 Promotion from Truck Driver Step 4 with Class A CDL and tanker endorsement, will  
1122 advance to Road Equipment Operator Step 2. Advancement to Step 4 requires CDLA and  
1123 Tanker Endorsement

1124

1125 Laborers must have CDL Class B before advancing to Step 2, and will advance through  
1126 all four steps and demonstrate proficiency in all vehicles requiring Class B before advancing to  
1127 Truck Driver Step 1.

1128

1129 Any Building Maintenance Worker with four (4) years of service shall move to Step 1 Sr.  
1130 Building Maintenance Worker.

1131

1132 Effective January 1, 2023 the new title of Building Maintenance Technician will be  
1133 added to the salary guide. The salary for the Building Maintenance Technician title shall be set at  
1134 Step 4 welders rate. The Building Maintenance Technician shall be skilled in the trades of  
1135 carpentry, plumbing, masonry and other having experience in all fields and which the DPW will  
1136 have the authority to hire to fill this position and not the basis of any employee's seniority.  
1137 Knowledge, skills and experience applies. There will be no Steps for this skilled position.

1138 Carpentry premium is excluded from this title. Plumbing, masonry or other skilled worked shall  
1139 still apply.

1140  
1141

1142 **Amendment regarding MTUD: MTUD Criteria for Title Upgrades and Progressions**

1143

- 1144 A) 1. Laborer - Entry level (no NJDEP licenses and/or limited utility experience).  
1145 2. Senior Laborer - Three (3) years of experience and one (1) NJDEP License.  
1146 3. Operator - Three (3) years' experience and two (2) NJDEP Licenses or one (1) Level  
1147 Two NJDEP License.  
1148 4. Senior Operator - Six (6) years' experience and three (3) NJDEP Licenses and at least  
1149 one (1) Level Two License.  
1150 5. Foreman - Eight (8) years of experience and three (3) Level Two NJDEP Licenses  
1151 with the ability to obtain a Level Three NJDEP License within one (1) year.

1152

- 1153 B) If an employee has reached Step 4 in a particular classification, he shall automatically  
1154 advance to Step 1 of the next higher classification so long as they have completed the requisite  
1155 requirements as set forth above upon his anniversary date of hire.

1156

- 1157 C) **Senior Laborer Salary Step Guide** (for employees hired in 2015; employees hired after  
1158 2015 see pay guide):

1159

1160	Step 1	\$46,000
1161	Step 2	\$48,000
1162	Step 3	\$50,000
1163	Step 4	\$52,000

1164

- 1165 D) An employee may skip Step 1 in the Senior Laborer Guide if he holds one (1) or more  
1166 NJDEP Class 1 Licenses and has a minimum of three (3) years at MTUD.

1167

- 1168 E) **Senior Operators:**

1169

1170 Step 1 for Senior Operators shall be step 1 for a minimum of six (6) months. Employees shall  
1171 progress to the next Step after serving 12 months in the new step.

1172

1173 Operators who are in the top step for a minimum of four (4) years and has attempted in good-  
1174 faith to obtain a third license on at least two prior occasions may progress to tile of "Senior  
1175 Operator" at the sole discretion of management.

1176

1177 An operator may be promoted to a Senior Operator if the operator has obtained (2) NJDEP  
1178 licenses, so long as one of those licenses is a level 3 license applicable to their division.

1179

1180 An applicant may obtain the position of Foreman if the applicant has obtained (2) NJDEP  
1181 licenses, so long as one of those licenses is a level 4 license applicable to their division.