

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWNSHIP OF MONROE

AND

UNITED SERVICE WORKERS UNION, IUJAT, LOCAL 255

EFFECTIVE JANUARY 1, 2023 THROUGH DECEMBER 31, 2026

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ARTICLE 1 – PREAMBLE

This agreement entered into this 1st day of January, 2023 between the Township of Monroe, hereinafter referred to as the Township, and United Service Workers Union, IUJAT, Local 255, located at 145 Huguenot Street, Suite 420, New Rochelle, NY 10801, hereinafter referred to as the Union. This agreement shall be in effect from January 1, 2023 up to and including December 31, 2026.

ARTICLE 2 – RECOGNITION

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

ARTICLE 3 – DUES CHECK OFF

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

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

c) The Union will provide the necessary check-off authorization forms and the union will secure the signatures of its members on the forms to the designated Township officials, as provided in NJSA 52:14-15.9 (e) as amended. The Union shall indemnify, defend, and save the Township harmless against any and all

claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Township in reliance upon the salary deduction authorization cards submitted by the Union to the Township. For the purpose of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

Miscellaneous Provisions Relating to Workplace Democracy Enhancement Act

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

A. The Employer shall provide to the Union access to members of the negotiation's units.

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

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

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

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

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

employees: name, job title, worksite location, home address, work, home and personal cellular telephone numbers, date of hire, and work email address and personal email address on file with the Employer.

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

D. The Union shall have the right to use the email systems of the Employer to communicate with negotiations unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal Union matters involving the governance or business of the Union.

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

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

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

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

C. If the Employer violates any provision of subsection A. or B. of this section, it shall be regarded as having engaged in an unfair practice in violation of subsection a. of section 1 of P.L.1974, c.123 (C.34:13A-5.4), and, upon a finding that the violation has occurred, the Public Employment Relations Commission, in addition to implementing any other remedies authorized by that section, shall order the Employer to make whole the exclusive representative employee organization for any losses suffered by the organization as a result of the Employer's unlawful conduct and any other remedial relief deemed appropriate.

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

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

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

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

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

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

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

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

ARTICLE 4 – MANAGEMENT RIGHTS

United Service Workers Union, IUJAT, Local 255, recognizes the administration of rights, duties and authority to manage and control the employees of the administration pursuant to the authority conferred on it by the State of New Jersey, and all applicable local, State and Federal Laws. The administration retains and

reserves all rights of management and control of the employees of the administration except those as specifically modified by the terms of this agreement.

ARTICLE 5 – NO STRIKE PLEDGE

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

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

ARTICLE 6 – NON-DISCRIMINATION

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

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

ARTICLE 7 – SENIORITY

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

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

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

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

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

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

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

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

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

i) When an employee is to be laid off he shall have the right to exercise their Township seniority over employees with less Township seniority within their respective departments. Employees who are laid off shall have the right of first refusal for new positions or vacancies for which they have the required skill and ability. An employee who is recalled from layoff shall be recalled in accordance with seniority preference.

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

k) Job Transfers: In the event of an anticipated job vacancy or opening, an employee may submit in writing a letter to the Business Administrator requesting a job transfer to fill that position. That letter shall be kept on file and when the opening becomes available it shall be reviewed.

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

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

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

ARTICLE 8 – PROBATION STATUS

a) All newly hired employees shall be subject to a six (6) month period of Probationary Employment. The purpose of said period of Probationary Employment is to enable the Township to evaluate the employee's work performance and conduct in order to determine whether the employee merits permanent employment status and also for the opportunity for the Township to review its needs for the staffing and to review its final situation. If, at any time during or at the end of the Probationary Employment period, the

conduct and/or performance of the employee is found to be unsatisfactory by the Township, or the Township deems it does not need or can afford the position, the Township may terminate the employee.

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

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

1. Union dues – 1st of the month following thirty (30) calendar days

2. Pension – sixty (60) calendar days, or as otherwise provided by law.

3. Health Insurance- 1st of the month in which employees has (or will) complete ninety (90) calendar days.

4. Sick, vacation, personal or any other paid time off (excluding Bereavement see 6 below) after sixty (60) calendar days.

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

6. Bereavement – employees are eligible for Bereavement upon date of hire.

ARTICLE 9 – CALL BACK PAY

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

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

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

d) If an employee is recalled to work during his/her vacation, employee shall receive compensation at time and one (1/2) half. In addition, the employee shall have the entire vacation day credited to his/her available vacation time for the applicable year. Employees should review the vacation clause of this contract as it pertains to time frames during which vacations must be taken.

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

ARTICLE 10 –HOURS OF WORK & OVERTIME

The normal hours of operation shall be:

Construction Monday through Friday, 8:30 a.m. – 4:30 p.m.

DPW Monday through Friday, 7:00 a.m. – 3:30 p.m.

Library Monday through Thursday, 9:30 a.m. – 9:00 p.m.
Friday, 9:30 a.m. – 5:00 p.m.
Saturday and Sunday, 10:00 a.m. – 5:00 p.m.

Municipal Bldg. Monday through Friday, 8:30 a.m. – 4:30 p.m.
(with the exception of Court which has additional hours on Tuesdays & Thursdays for Court sessions)

Recreation Everyday 8:00 a.m. – 9:00 p.m.
Summer Hours (July 1st - Labor Day):
Saturday and Sunday 8:00 a.m. – 5:00 p.m.
Weekdays remain 8:00 am - 9:00 pm

Senior Center Monday through Friday, 8:30 a.m. – 4:30 p.m.
Currently including trial nights and weekends as follows:
Thursday nights, 5:30 p.m. – 8:30 p.m.
Monthly Friday nights, 5:30 p.m. – 8:30 p.m.
Saturday, 8:30 a.m. – 11:30 a.m.

Transportation Office Monday through Friday, 8:30 a.m. – 4:30 p.m.

MTUD Monday through Friday, 8:00 a.m. – 4:00 p.m.

Please note that the above standard hours of operation are subject to change as approved by the Administration.

a) With the exception of Crossing Guards, for all full-time employees, the work week is divided as follows:

Shift picks for all departments shall be determined by seniority.

Emergency Medical Technicians

40 hours per week
The current practice regarding EMT scheduling shall continue for the term of this Agreement

Construction

7 ½ hours per day – 37 ½ hours per week
Monday - Friday 8:30 a.m. - 4:30 p.m.

DPW

7 ½ hours per day – 37 ½ hours per week
With the exception of the side letter of agreement attached hereto.

Library

7 ½ hours per day – 37 ½ hours per week
9:00 a.m. - 5:00 p.m., 9:30 a.m. - 5:30 p.m.,
10:00 a.m. - 6:00 p.m.; 12:00 p.m. – 8:00 p.m., 1:00 p.m. - 9:00 p.m.
When a Saturday is worked, a weekday is taken off.

Municipal Offices

7 ½ hours per day – 37 ½ hours per week
Monday - Friday 8:30 a.m. - 4:30 p.m.
With the exception of Court

Police Department

Animal Control Officers
8 hours per day – 40 hours per week
Monday - Friday 7:00 a.m. - 3:00 p.m.
Monday - Friday 3:00 p.m. - 11:00 p.m.

Crossing Guards
25 hours weekly.
Post 16 ¼ hours weekly
Post 21 ¼ hours weekly

Police Department Clericals
7 ½ hours per day – 37 ½ hours per week
Monday - Friday 8:00 a.m. - 4:00 p.m.

Telecommunications Officers
8 hours per day – 40 hours per week

7:00 a.m. - 3:00 p.m.
3:00 p.m. - 11:00 p.m.
11:00 p.m. - 7:00 a.m.

Effective January 1, 2023, please refer to Appendix E for schedule

Recreation

7 ½ hours per day – 37 ½ hours per week

Senior Services

7 ½ hours per day – 37 ½ hours per week

Bus Drivers

Flexible hours according to early or late bus trips.

Transportation Coordinator

Monday - Friday 7:30 a.m. - 3:30 p.m.

Senior Center

Monday - Friday 8:30 a.m. - 4:30 p.m.

With the exception of nights & weekends

MTUD Offices

7 ½ hours per day – 37 ½ hours per week

Monday - Friday 8:00 a.m. - 4:00 p.m.

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

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

d) Employees working overtime for periods in excess of the initial two (2) hours shall be entitled to a meal allowance of \$14.00.

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

e) All employees including those that work a schedule less than those hours specified above shall be compensated at time and one half (1 ½) for work performed on the sixth (6th) consecutive day and double time (2x) for the seventh (7th) consecutive day of any work week. With the exception of the following:

1. If a Telecommunications Officer works the 5th consecutive day (1st RDO) they will be paid at time and one half (1 ½) and double time (2X) for working the 6th consecutive day (2nd RDO).

2. When the situation arises in regard to the 3 steady positions, the Telecommunications Officer will be paid for:

4 on 3 off week- Time and one half (1 ½) on the 5th consecutive day (1st RDO) and double time (2X) for the 6th and 7th consecutive days (2nd and 3rd RDO)

5 on a 2 off week_ Time and one half (1 ½) on the 6th consecutive day (1st RDO) and double time (2X) on the 7th consecutive day (2nd RDO).

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

g) The approval of the Department Head must be obtained prior to working overtime.

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

2. EMS Overtime Policy - Double time on overtime hours occurring between 7:00 pm Friday and 7:00 am Monday. Remaining overtime shall be as agreed.

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

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

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

i) With the exception of Telecommunications Officers and Emergency Medical Technicians (as per the 2003 MOA and increase in the base salary for these positions), should the Township eliminate or reduce the amount of hours employees have to work because of weather, emergency conditions or any Township office closing, those employees who are required to remain or called in shall be compensated at double time plus their regular day's pay during these emergency conditions. If offices are closed early, employees who have reported to work shall not be charged any paid leave time for the balance of the day. Employees who are not at work shall be charged a full day of paid leave time. If offices are closed, employees who had approved time off will still be charged the day accordingly.

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

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

Employees who work a 37 ½ hour work week may take a one (1) hour lunch break, ½ paid and ½ not paid in addition to their two (2) fifteen (15) minute breaks. Employees who work a 40-hour work week may take a ½ hour paid lunch break in addition to their two (2) fifteen (15) minute breaks.

For Telecommunications Officers, please refer to Appendix E.

k) 1. Telecommunications Officers working a normal rotation of 3-11 pm and 11-7 am will receive shift differential compensation of \$886.00.

2. Telecommunications Officers who work a normal rotation of 7-3 pm will receive shift differential compensation for weekends and overtime of \$217.00.:

3. Telecommunications Officers who work administrative hours of Monday through Friday 7-3 pm will receive shift differential compensation of \$58.00.:

Payments will be made during the month of December.

l) Telecommunications Officers may elect to take compensatory time in lieu of pay when overtime is worked. Compensatory time shall be paid/earned at time and one-half (CTO). CTO may accumulate to a maximum of forty (40) hours.

m) Time spent by any Township employee testifying in court or any other legal proceedings under subpoena, shall be compensated at the overtime rate of time and one-half if the employee’s attendance at the proceeding is a direct result of the performance of the employee’s duties. The employee will be paid their regular rate of pay if the testimony is during regular working hours.

n) BUS DRIVERS - No supervisor shall do bargaining unit work which results in the loss of any economic benefit to the Bus Drivers. Overtime shall first be offered to bargaining unit members. In the event no bargaining unit member is available for overtime management may perform bargaining unit work.

ARTICLE 11 – HOLIDAYS

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

- | | |
|--|------------------------|
| New Year’s Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Presidents’ Day | General Election Day |
| Good Friday | Veteran’s Day |
| Memorial Day | Thanksgiving Day |
| Juneteenth <i>based on State Holiday</i> | Day after Thanksgiving |
| Fourth of July | Christmas Day* |

*The day after Christmas will be designated as a paid holiday when it falls on a Thursday, therefore resulting in fifteen (15) paid holidays for that year.

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

b) For all employees one (1) floating holiday shall be treated as though a regular specified Holiday for premium pay provisions. Employees may choose to have the day off with regular pay or work a regularly scheduled day at premium pay. For example, if an employee chooses February 14th, as their Floating Holiday and works that day, they shall be entitled to holiday premium pay for that day. The floating holiday shall be utilized at the employee’s discretion. However, the selection of the day off is subject to the approval of the Department Head with at least 48 hours of notice. Approval shall not be reasonably withheld.

c) Any permanent employee (part time and full time) except for 24/7 operations, required to work on a holiday shall be compensated their regularly scheduled hours as holiday pay plus double time (2X). In the case of full-time employees their normal seven point five (7.5) or eight (8) hours per day, in the case of permanent part timers, whatever their regularly scheduled hours of work would have been for that day. For time over their regularly scheduled hours on a holiday the employee will continue to be compensated at triple (3x) time on an hourly basis except Telecommunications Officers and Emergency Medical Technicians (EMT’s). Because Telecommunications Officers and EMT’s are paid at the end of the year for holidays at straight time pay whether they have worked these days or not the following applies:

If a Telecommunications Officer works on a holiday, he or she is paid at time and one-half for the first eight (8) hours they are working. If they are working more than eight (8) hours on a holiday they are to be paid double time and one-half for the overtime hours. *(Please refer to Appendix E)*

Beginning in 2019, Emergency Medical Technicians (EMT) shall receive straight time pay for all approved paid holidays for the particular calendar year with the payment of holiday pay to be made in the month of December. EMT’s working an eight (8) hour shift on a holiday shall be paid in this same holiday check at the end of the year an additional four (4) hours per eight (8) hours holiday shift worked.

Beginning in 2019, Emergency Medical Technicians scheduled to work eight (8) hours on a holiday will be paid time and one half for all hours worked on their regularly scheduled shift. Emergency Medical Technicians scheduled to work twelve (12) hours on a holiday will be paid time and one half for the first eight

(8) hours worked and double time for all hours worked in their regularly scheduled shift beyond eight (8) hours. Any Emergency Medical Technician who works more than their regularly scheduled hours will be paid double time and one half for the overtime hours.

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

d) For 24/7 operations, premium pay shall be paid on the actual day of the holiday versus the day observed by the Administration.

e) Crossing Guards will only be paid for all holidays which fall within their ten (10) month schedule (September to June).

f) Library Closing - If a holiday falls on a Saturday and is observed on Friday by the Township and other members of the bargaining unit and when a holiday falls on Sunday and observed on Monday by the Township and other members of the bargaining unit, the Library will be closed. In addition, the Library will be closed Easter Sunday.

ARTICLE 12 – VACATIONS

<u>Months & Years of Service</u> <u>Based on actual starting date</u>	<u>Number of Days</u> <u>Vacation/Year</u>
1 year	10 days
Start of 2 to 4 years	15 days
Start of 5 to 8 years	18 days
Start of 9 to 14 years	20 days
Start of 15 to 20 years	24 days
Start of 21 to 24 years	26 days
Start of 25 years and over	28 days

a) The past practice of crediting vacation allotments shall continue to be pro-rated. Vacation shall be scheduled by the Department Head in keeping with considerations related to seniority, workload and good staffing practices to ensure efficient operation of their offices. Vacation is pro-rated in the first year of employment. After the first year of employment employees are credited on January 1st with their expected

vacation allotment for the year. If an employee is expected to receive an increase in their vacation, the vacation increase is credited on January 1st preceding the employee's anniversary.

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

c) Employees may carry over the number of vacation days entitled for that particular year as needed to the following year only at which time they must use the amount carried, unless an employee is on extended sick leave between July 1 and December 31 of any calendar year and is unable to use the carry-over vacation. In the event vacation leave is carried over it must be used in the subsequent calendar year.

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

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

e) Permanent part-time employees who are hired to work a regular schedule of no less than twenty (20) hours per week are entitled to pro-rated vacation leave. The amount of vacation leave is based on the number of hours required to work per week.

ARTICLE 13 – PERSONAL DAYS

a) The Township recognizes that the nature of a personal day is intended to be used by employees to attend personal business. Requests made within forty-eight (48) hours may be denied if there is not sufficient staff to meet required work. It is not intended to be used for leisure time or recreational activities when less than forty-eight (48) hours of notice is provided and may be cause for denial.

b) Employees covered by the provisions of this Agreement shall be entitled to four (4) days per year, of absence with pay for personal business. Said leave shall not be taken unless forty-eight (48) hours' notice thereof has been given to the employee's supervisor. In the event that less than forty-eight (48) hours' notice is given, said leave may be taken only upon authorization by said supervisor which can be denied for cause (i.e. manpower scheduling difficulty). Should an employee personal day request be denied by a

supervisor, the employee may appeal the decision to the Director and/or Business Administrator, and, if necessary, to the grievance procedure.

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

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

e) Employees may take personal leave in one (1) hour increments. Telecommunications Officers may take personal leave in two (2) hour increments when the leave is contiguous to the beginning or the end of an employee's shifts. *(Please refer to Appendix E for Telecommunicators.)*

ARTICLE 14 – SICK LEAVE

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

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

Part-time, permanent employees who are hired to work a regular schedule of not less than twenty (20) hours per week are eligible for sick leave on a pro-rated basis. The amount of sick leave is based on the number of hours worked per week that is required. All other Part-time, employees who are not eligible for sick leave under these provisions are eligible to accrue sick leave pursuant to the NJ Sick Leave Act as follows: One hour for every 30 hours worked.

c) A part-time employee is one who works less than thirty (30) hours per week. A temporary employee is one who fills a vacancy, not to exceed six (6) months, for which the termination date is part of the employment agreement.

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

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

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

g) Employees are required to provide their Supervisors with as much notice as possible concerning their plans to take sick leave. In some cases, taking of sick leave cannot be scheduled or planned. In these instances, Supervisors shall be called as soon as practical and informed of employee's need to takes a sick day. Unless more stringent notice requirements are currently required by any of the operating departments, and unless extenuating circumstances are involved, any employee who takes a sick day without notifying his or her Supervisor within one (1) hour after the official starting time will not be paid for that day. Employees shall be available by telephone at their place of residence or shall notify the offices of a location at which they can be reached while they are on sick leave. Employees who cannot be contacted while on sick leave may be subject to a loss of that day's pay.

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

i) Sick Time Incentive Program for Telecommunications Officers hired prior to May 21, 2010 (please refer to Appendix E): Employees earn sick time at a rate of 1.08 day per month or thirteen (13) days per year. Once an employee has earned and accumulated a “bank” of thirty (30) days, that employee may choose to utilize the sick time incentive program.

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

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

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

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

ARTICLE 15 – PAYMENT OF ACCUMULATED SICK LEAVE

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

ARTICLE 16 – EXTENDED SICK LEAVE

a) Before becoming eligible for extended sick leave (ESL), an employee must have a minimum of five (5) days in their sick leave bank. If the employee does not have the minimum time, there will be a 10-day waiting period before becoming eligible for extended sick leave. An employee may use personal or vacation time during this 10-day period. Prior to the start of extended sick leave, an employee is required to utilize all sick time accumulated and allotted for the calendar year.

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

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

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

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

d)

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

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

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

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

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

f) It shall be the responsibility of any employee receiving consideration under the extended sick leave benefits of this contract to explore and determine whether they are entitled to any compensation related to disability, workers compensation or Social Security benefits in connection with their injury and/or sickness. If the employee is entitled to these benefits, they shall pursue them accordingly. Any benefits or awards received for the period that the employee is under the extended sick leave portion of this contract, shall be returned to the Township Treasurer to the extent the employee has received extended sick leave payments from the Township.

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

h) When an employee returns from an extended sick leave, there shall be a one (1) month period which employee is unable to utilize vacation benefits.

ARTICLE 17 – MATERNITY LEAVE

a) Granted to full-time employees with two (2) years or more of full time service. Employee must have completed two full years at the time the employee gives birth to be eligible for this paid leave. An employee who does not have two full years may still be eligible for leave under FLI and/or unpaid leave under FMLA / NJFLA

b) Not later than the fourth (4) month, the employee shall notify the Division of Health & Human Resources in writing of the condition of pregnancy. Upon notifying the Division of Health & Human Resources, the employee shall let it be known as to plans of continuing employment or taking a leave of absence, not to exceed twelve (12) weeks, unless prevented from so doing for medical reasons. Notification of pregnancy shall be required from her employee's physician giving the state of condition of the pregnancy, the anticipated delivery date and her ability to continue her normal duties. She shall give the Division of Health & Human Resources a certificate from her physician monthly, certifying her ability to continue working.

c) 1) Paid Leave – Sixty (60) consecutive calendar days to include before and after delivery as determined by the employee. (For example: If an employee desires to utilize this paid leave from one month

before expected delivery until 1 month after delivery.) If an employee has chosen to utilize their NJ FLI benefit, then paid Maternity Leave may be used immediately after the FLI

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

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

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

ARTICLE 18 – BEREAVEMENT LEAVE

a) In the event of death in the employee’s immediate family, the employee shall be granted time off without loss of pay from the day of death or the day of mourning, but in no event shall said leave exceed five (5) consecutive working days, one of which shall be the day of death or day of mourning. Bereavement Leave shall not exceed an employee’s scheduled hours of work per week. Bereavement Leave shall be exclusive of scheduled days off and holidays. Leave may be taken withing three (3) weeks.

For purposes of the Library, the bereavement leave must be taken within a seven calendar day maximum period, one of which must be the funeral, in accordance with the employee’s work schedule. In no event will an employee be granted bereavement leave in excess of the number of days an employee is scheduled to work per week.

b) The “immediate family” shall include husband, wife, parents, stepparents, stepsiblings, stepchildren, brother, sister, grandparents, grandchildren and child, father-in-law and mother-in-law, domestic partner, and children of domestic partner.

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

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

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

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

ARTICLE 19 – JURY LEAVE

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

ARTICLE 20 – MILITARY LEAVE

a) Any full-time employee covered by this Agreement who is a member of the United States Reserves, or a State National Guard, or any division of the Armed Services and is required to engage in annual active-duty training or is called to active duty 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.

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

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

ARTICLE 21 – CONVENTION LEAVES

a) An employee of the Township who is a duly authorized delegate of the Local Union may apply for a leave of absence to attend the International Convention, conferences and educational classes. Said leave of absence shall not exceed five (5) days for any employee in any calendar year, nor shall the number of people

so authorized exceed two (2) in number. The employee receiving leave of absence to attend Union conferences as above described, shall be entitled to be paid his or her wages during said leave, except that he shall not be paid for more than five (5) days per year.

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

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

ARTICLE 22 – UNPAID LEAVES OF ABSENCE

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

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

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

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

ARTICLE 23 – UNION REPRESENTATIVES

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

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

c) The Township agrees to recognize the Shop Stewards as determined by the Union (up to one Steward and one alternate per department) selected by the Union. These individuals shall be granted a reasonable

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

ARTICLE 24 – BULLETIN BOARDS

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

ARTICLE 25 – HEALTH & WELFARE BENEFITS

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

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

Direct Access:

Emergency room co-pay: \$100.00, waive if admitted.
Urgent Care co-pay: \$40.00.
PCP / Specialist co-pay: \$20.00 / \$40.00

Omnia:

Emergency room co-pay: \$25.00, waive if admitted. (Tier 1)
PCP / Specialist co-pay: \$5.00 (Tier 1) and \$10.00 (Tier 2)

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

Generic	\$5.00	Mandatory Generic Prescriptions beginning 2024
Preferred	\$35.00	
Non-preferred	\$70.00	
(2x for 90 day mail order)		

3. All employees hired on or after January 1, 2019 shall enroll in the OMNIA 10 plan. All other employees shall have the option to enroll in OMNIA 10. Employees hired prior to January 1, 2019 shall

be eligible to enroll in any plan during open enrollment or upon loss of insurance from alternate source. All employees enrolled in OMNIA 10 will receive the Township sponsored HRA.

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

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

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

The HRA shall be equal to or better than the HRA in effect on January 1, 2019, and shall include at least the following details:

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

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

Domestic Partners

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

2. Township of Monroe Dental Service Plan as follows:

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

Benefits:	Preventive & Diagnostic	100%
	Remaining Basic Benefits	80/20
	Crowns & Gold Restoration	50/50
	Prosthodontic Services	50/50

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

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

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

Orthodontic Co-Payment 50/50

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

3. The Township shall have the right to change insurance carriers so long as substantially similar benefits are provided. The Township shall provide the Shop Steward and the Union with thirty (30) days written notice of such proposed change. A copy of such proposed policy shall be provided to the Union by the Insurance Carrier.

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

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

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

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

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

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

7. Opt out payments will be provided pursuant to NJ State law. 8. Effective January 1, 2007 the township will provide all active full-time employees with a \$20,000.00 life insurance policy.

9. The employees shall contribute towards the premium for health insurance as required by applicable law.

ARTICLE 26 – RULES AND REGULATIONS

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

ARTICLE 27 – ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS

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

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

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

ARTICLE 28 – SAVINGS CLAUSE

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

ARTICLE 29 – DISCIPLINE AND DISCHARGE

- a) An employee may be disciplined, suspended or discharged only for a just cause.
- b) Discharge cases may be processed at the third step of the grievance procedure.
- c) Verbal reprimands older than twelve (12) months shall be removed from the employee's file and shall not be used in any further disciplinary actions provided no similar violations have occurred within the twelve (12) month period.
- d) EMS Suspension Days will be calculated by specific hours.

ARTICLE 30 – JOB POSTING

a) Existing or planned job vacancies will be posted for fourteen (14) calendar days and shall be posted on the bulletin board. The posting will include:

1. A description of the job.

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

ARTICLE 31 – WORK OUT OF TITLE

- A. Employees temporarily assigned to higher titles will receive the pay of the higher title for all days so assigned when such assignment takes place over a period of days. Assignments to a higher title can only be made through the approval of the supervisor. This provision shall not be invoked when such coverage is required to provide staffing and services required to accommodate vacation periods.
- B. Department Head Fill In Pay-
1. Sr. EMT or EMS Operations Coordinator will receive \$75 per day on weekends when approved to fill in for the Department Head when the Department Head is on away on vacation or unavailable.
- C. C, A Full-Time Employee assigned as the acting Senior EMT for a shift of four (4) hours or more shall be compensated as follows:
- Full-time employee assigned to work during their normally scheduled shift as acting Senior EMT will be paid the Senior EMT rate depending on their current step. Example if an employee is at Step 4, they would be paid the step 4 Senior EMT rate. Step 3,2,1 Full-Time EMT's will be paid at the Senior EMT Step 3 rate.
 - Full-Time employee that is called in on overtime to be the acting Senior EMT will be compensated at the overtime rate of the senior EMT. Example if employee is Step 4, they would be paid the step 4 Senior EMT overtime rate. Step 3,2,1 FT EMT's will be paid at the Senior EMT Step 3 overtime rate.
- D. When a Senior EMT will be absent for a period of greater than 30 days, the Department Head shall temporarily fill that employee's schedule with an acting Sr. EMT. Only one Sr. EMT schedule will be filled by a temporary assignment at any one time. The employee being temporarily assigned will be paid at the higher rate of Senior EMT for all such time assigned as per above.

E. If a telecommunications officer is asked to serve as a translator for the Police Department, the telecommunications officer shall receive one (1) hour of compensatory time. If the duty requires more than one (1) hour, the officer shall receive one (1) hour of comp time for each hour served.

ARTICLE 32 – CONTRACTING AND SUB-CONTRACTING

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

ARTICLE 33 – SAFETY AND HEALTH

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

ARTICLE 34 – LABOR MANAGEMENT COMMITTEE

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

ARTICLE 35 – FULLY BARGAINED PROVISION

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

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

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

ARTICLE 36 – SALARIES

a) Salaries and wages for the job classifications outlined in Article 36 above for the year 1/1/2023-\$850 + 2.75%, 1/1/2024 – \$850+ 2.90%, 1/1/2025 – \$850 + 2.90%, 1/1/26 – \$850 + 2.90% are attached as APPENDIX D.

b) The part time hourly wage schedule for standard thirty-seven and a half (37.5) hour per week positions will increase \$.44/hr plus 2.75% effective on 1/1/23, and \$.44/hr plus 2.9% on 1/1/24, 1/1/25, and 1/1/26 respectively, and are attached in APPENDIX D. *(noting, for standard 40 hour per week positions the increase is \$0.41 plus percentages.)*

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

d) Per Diem EMT's will receive an increase of \$1.00/hr on first shift following completion of 650 hours in a calendar year.

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

f) Animal Control Officers On Call - Animal Control Officers will be required to alternately be on call. Animal Control Officers shall receive \$45 per day for each day on call. On call pay shall be paid during the month of December.

g) When management authorizes an employee to obtain a certification;

1. Employees in the tax office whom obtain CTA or CTC shall move to the proper certified job title at the same step.

2. Employees in court shall whom obtain CCA shall move to the proper certified job title at the same step.

3.. Effective January 1, 2020 an employee who is approved by the CFO to receive a Certified Municipal Financial Officer certification shall receive a \$5000 increase to their base salary. The union and the Township will meet to memorialize the new certified job title into the agreement and salary guide.

4. With the approval of the Municipal Clerk, employees in the Clerk's office who receive an RMC shall receive a \$5000 increase to their base salary to be effective on successful completion of the exam. (Proof of completion required.)

h) Tax Clerks shall process to Senior Tax Clerk after completing Step 4. Senior Tax Clerk Certified shall proceed to Principal Tax Clerk Certified after completing Step 4.

i) Effective 1/1/2023, the new title of Crossing Guard Supervisor will be set at \$3.00 more per hour than the Crossing Guard title (throughout each step).

j) BUS DRIVERS / TRANSPORTATION DIVISION: Annual CDL stipend of \$825.00.

The Township shall reimburse employees for the cost of CDL license renewal. CDL reimbursement shall be limited to only the CDL portion of the license.

CDL stipend shall also be extended to the bookmobile driver, providing that employee has a CDL license.

Payment shall be made in two equal installments. The first payment shall be made in July. The second payment shall be made in December.

ARTICLE 37 – WORK UNIFORM PROGRAM

For all full-time personnel and crossing guards required to wear a uniform, the Township will pay each member for the purchase and maintenance of the uniforms as follows. Part-time employees will receive a

prorated work uniform allowance based on their regular hours of work. This benefit shall be payable in two installments. The installments shall be payable in March and in September.

Category

Bus Drivers	\$1,200
Comm. Officers	\$1,250
Animal Control Off.	\$1,250
Crossing Guards	\$1,250
EMT's	\$1,350

Per Diems who work more than 400 hours for the Township of Monroe in a calendar year are entitled to a uniform allowance of \$200 payable in the first quarter of the following year.

ARTICLE 38 – LONGEVITY

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

Start of 5 Years	5.0%
Start of 10 Years	6.0%
Start of 15 Years	8.0%
Start of 20 Years	9.0%
Start of 25 Years	11%

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

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

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

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

d) Longevity is eliminated for any full-time employee hired by the Township on or after January 1, 2015. Permanent part-time members of the bargaining unit employed prior to January 1, 2015 shall remain eligible for longevity upon becoming full time.

ARTICLE 39 – GRIEVANCE PROCEDURE

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

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

Step 1 – Within the Department

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

Step 2 – Division of Health and Human Resources

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

days towards the end of attempting to resolve the grievance. The Division of Health and Human Resources shall give written answer to the employee and Shop Steward not later than five (5) working days.

Step 3 – Business Administrator

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

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

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

ARTICLE 40 – ARBITRATION

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

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

The decision of the arbitrator shall be binding on the parties, and the arbitrator shall be requested to issue their decision within thirty (30) calendar days after the conclusion of testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either

party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record and makes copies available, without charge, to the other party and to the arbitrator.

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

ARTICLE 41 – PERMANENT PART-TIME EMPLOYEES

20-29 hours/week

Excluded from:

Health Benefits
Life Insurance
Longevity

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.*

20 – 29 hours/week

Entitled to:

Pro-rated Sick Leave
Pro-rated Holidays
Pro-rated Vacations
Pro-rated personal days

School Crossing Guards

16 ¼ to 24 hours/week:

Pro-rated Sick Leave
Pro-rated Holidays
Pro-rated Vacation
Pro-rated Longevity
Pro-rated Personal Days
\$20,000 Life Insurance Policy (2007)

ARTICLE 42 – EDUCATION BENEFITS

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

b) The purpose of this policy is to outline guidelines for Monroe EMS (Emergency Medical Services) staff relating to training. All Monroe Twp employees are required to maintain their own certifications.

If the township begins to conduct in-house training using the Clinical Coordinator, this policy will be revised and amended,

Monroe EMS Full-Time Staff:

EMT's are required to complete the following mandatory classes within the three-year period of their certification. Preapproval for all education is required. Employees must complete the education form for review within two weeks of the first scheduled day of class. A registration form, and business W-9 must be submitted for the township to pay for the class if the course contains a fee.

Full time staff holding an EMT certification are required to complete the following for recertification over three (3) years:

- EMT Refresher A
- EMT Refresher B
- EMT Refresher C
- CPR
- Minimum of twenty-four (24) elective hours of continuing education.

Full time staff holding a Paramedic certification have different are required to complete over two (2) years:

- CPR
- ACLS
- PALS or PEPP Advanced
- Minimum of forty-eight (48) hours of advanced level education hours

Monroe EMS will allot a maximum of \$400.00 per year to each full-time employee for Core and CEU classes. Unused allotments will not be carried over. Along with this allotment, each full-time employee will be given a max of 40 hours PTO-Education time per year. Any other expenses or time off past the allotted amounts will be the responsibility of the employee. Preapproval for all education is required.

Employees must complete the required education form and must submit for review within three (3) weeks of the first scheduled day of the class. No exceptions. Class material must relate to an employee's job title.

Time Off

Employees will be given PTO for approved classes. If the class falls on an employee's normal workday, the employee will attend class. If class is longer than the employee scheduled shift, the employee will be paid overtime or extra hours. If class is less than employee scheduled shift, the employee is to either return to station 2 for remaining shift or will use V/P to complete remaining hours. Classes that fall on employee's day off, the employees work schedule will be modified at the Director of their designee discretion. If PTO-Education is not possible, the employee will be permitted to submit for overtime with approval.

ARTICLE 43 – TERMINATION/NEGOTIATIONS PROCEDURE


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

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

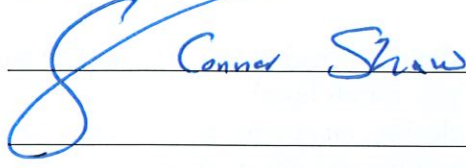
No member of the union bargaining committee shall suffer any loss in pay to attend negotiating sessions.

IN WITNESS WHEREOF, the parties have entered into this Agreement and caused same to be executed by its respective officers or agents this 21 day of May, 2024.


TOWNSHIP OF MONROE



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




LOCAL 255 COMMITTEE



MONROE TOWNSHIP LIBRARY





Appendix C

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

The parties agree as follows:

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

CDL stipend shall also be extended to the bookmobile driver, providing that employee has a CDL license. (see Article 36 – section j) regarding CDL stipend).

WHITE COLLAR SALARY AND VACUES - LIBRARY

POSITION	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050																																																																																																																																																																																																							
Director of Library Services	100,000	105,000	110,000	115,000	120,000	125,000	130,000	135,000	140,000	145,000	150,000	155,000	160,000	165,000	170,000	175,000	180,000	185,000	190,000	195,000	200,000	205,000	210,000	215,000	220,000	225,000	230,000	235,000	240,000	245,000	250,000	255,000	260,000																																																																																																																																																																																																						
Library Services PT (Health, Education, Youth Services, Technical Services, Wisconsin Desk, Outreach Services, Administration)	50,000	52,500	55,000	57,500	60,000	62,500	65,000	67,500	70,000	72,500	75,000	77,500	80,000	82,500	85,000	87,500	90,000	92,500	95,000	97,500	100,000	102,500	105,000	107,500	110,000	112,500	115,000	117,500	120,000	122,500	125,000	127,500	130,000	132,500	135,000																																																																																																																																																																																																				
Library Services FT (Circulation, Youth Services, Technical Services, Wisconsin Desk, Outreach Services, Administration)	60,000	63,000	66,000	69,000	72,000	75,000	78,000	81,000	84,000	87,000	90,000	93,000	96,000	99,000	102,000	105,000	108,000	111,000	114,000	117,000	120,000	123,000	126,000	129,000	132,000	135,000	138,000	141,000	144,000	147,000	150,000	153,000	156,000	159,000	162,000	165,000	168,000	171,000	174,000																																																																																																																																																																																																
Senior Library Assistant (Circulation, Youth Services, Technical Services, Wisconsin Desk, Outreach Services, Administration)	40,000	42,000	44,000	46,000	48,000	50,000	52,000	54,000	56,000	58,000	60,000	62,000	64,000	66,000	68,000	70,000	72,000	74,000	76,000	78,000	80,000	82,000	84,000	86,000	88,000	90,000	92,000	94,000	96,000	98,000	100,000	102,000	104,000	106,000	108,000	110,000	112,000	114,000	116,000	118,000	120,000	122,000	124,000	126,000	128,000	130,000	132,000	134,000	136,000	138,000	140,000	142,000	144,000	146,000	148,000	150,000	152,000	154,000	156,000	158,000	160,000	162,000	164,000	166,000	168,000	170,000	172,000	174,000	176,000	178,000	180,000	182,000	184,000	186,000	188,000	190,000	192,000	194,000	196,000	198,000	200,000	202,000	204,000	206,000	208,000	210,000	212,000	214,000	216,000	218,000	220,000	222,000	224,000	226,000	228,000	230,000	232,000	234,000	236,000	238,000	240,000	242,000	244,000	246,000	248,000	250,000	252,000	254,000	256,000	258,000	260,000	262,000	264,000	266,000	268,000	270,000	272,000	274,000	276,000	278,000	280,000	282,000	284,000	286,000	288,000	290,000	292,000	294,000	296,000	298,000	300,000	302,000	304,000	306,000	308,000	310,000	312,000	314,000	316,000	318,000	320,000	322,000	324,000	326,000	328,000	330,000	332,000	334,000	336,000	338,000	340,000	342,000	344,000	346,000	348,000	350,000	352,000	354,000	356,000	358,000	360,000	362,000	364,000	366,000	368,000	370,000	372,000	374,000	376,000	378,000	380,000	382,000	384,000	386,000	388,000	390,000	392,000	394,000	396,000	398,000	400,000	402,000	404,000	406,000	408,000	410,000	412,000	414,000	416,000	418,000	420,000	422,000	424,000	426,000	428,000	430,000	432,000	434,000	436,000	438,000	440,000	442,000	444,000	446,000	448,000	450,000	452,000	454,000	456,000	458,000	460,000	462,000	464,000	466,000	468,000	470,000	472,000	474,000	476,000	478,000	480,000	482,000	484,000	486,000	488,000	490,000	492,000	494,000	496,000	498,000	500,000

APPENDIX E - POLICE TELECOMMUNICATIONS PITMAN SCHEDULE

(This language presides over any other relative language contained within the contract)

The Monroe Township Police Department has determined that in order to improve Public Safety, work more efficiently and provide a better work schedule for the Telecommunicators, the Civilian Telecommunicators in Police Communications will switch to a modified 12-hour Pitman Schedule effective January 2, 2023. That schedule ran on a trial basis through December 31, 2023 and was modified effective January 1, 2024. The following addendum to the current Monroe Township Telecommunications Contract outlines the necessary changes needed to accomplish the schedule change agreed upon by the Monroe Twp. Police Telecommunications Union President, the Chief of Police and Township Business Administrator. This schedule will run on a trial basis through December 31, 2024.

1. Days of Work

- This schedule is based on three (3) days on, two (2) days off; two (2) days on, three (3) days off; two (2) days on, two (2) days off.
- Long week is 48 hours worked in 4 days (4 x12 hour shifts)
- Short week is 36 hours worked in 3 days (3 x 12-hour shifts)
- In the short week, 4 hours of compensatory time is applied to a 4-hour ghost shift to bring that week to 40 hours.
- For working the additional hours during the long week (the hours worked over the Federal Standard of 2080 hours), the Telecommunicators will each be given 144 hours of compensatory time for the year. This time will be given to each employee up front on January 1st and can be used at the employee's discretion as long as minimum manpower on each shift is satisfied. These 144 hours have to be utilized during that calendar year and cannot be carried over into the following year.

2. Hours of Work & Staffing

- 6:00 A.M. to 6:00 P.M. or 6:00 P.M. to 6:00 A.M. The daily maximum number of hours that can be worked is 16.
- There will be three (3) Telecommunicators assigned to each squad. A-Side and B-Side, 6:00 A.M. to 6:00 P.M. & 6:00 P.M. to 6:00 A.M. (6 on day shift and 6 on night shift).
- Two (2) Telecommunicators have to be on-duty at all times and one (1) is allowed to be off.

- Bidding for Telecommunicator shifts shall take place in November for the upcoming calendar year. Each Telecommunicator shall submit their first selection for the shift of their choice and a second selection.
- Bidding for shifts shall be based on a seniority basis. The four (4) most senior Telecommunicators shall get their first choice of shifts.
- Telecommunicators with seniority of five (5) through twelve (12) years can be evenly placed on the schedule by the Chief of Police to ensure seniority is evenly spread-out through the shifts. The Chief will take into consideration if a senior Telecommunicator is willing to take a night shift.
- During each bidding process, the Chief may deny up to two (2) Telecommunicators their first choice and award their second choice in favor of a less senior Telecommunicator for legitimate business reasons as reasonably determined by the Chief. The reason(s) must be submitted in writing to the Telecommunicators' Union.
- Notwithstanding anything herein to the contrary, should there be a shortage of Telecommunicators either selecting the AM or PM shift, any vacancies created thereby may be filled by the Chief in accordance with the needs of the Department. Should such shortage occur, the filling of any vacancies shall not be deemed a violation of the bidding process restricting the Chief in any manner.
- The Administrative Telecommunicator's hours of work will follow the Police Administration schedule, with adjustments for good staffing practices.

3. Time-Off, Overtime & Training

- Vacation and Sick time will be converted to hours using the 8 hour per day standard (13 sick days equals 104 hours, 10 vacation days equals 80 hours, etc.). Personal time and Floating Holidays will be day for day. Sick time to Compensatory time conversion will not exceed 80 hours (10 x 8-hour days). Sick time to Compensatory time conversion will not apply to any Telecommunicator hired after May 21, 2010.
- Shift Overtime will be covered by Telecommunicators using a seniority-based list of everyone either on the A-Side squads or B-Side squads or the Administrative Telecommunicator. Overtime can be taken in 4, 6 or 12-hour blocks. Any Telecommunicator who works a 12-hour shift Coverage (Voluntary or Forced) will not be compensated at Double Time until they exceed 12 hours.
- If a Telecommunicator is scheduled to an all-day school (8 hours) during their scheduled workday, this shall serve as their day of work. If the Telecommunicator is scheduled to a half/partial day school, the Telecommunicator will be required to come back for the remainder of the 12- hour shift.
- Telecommunications Officers will receive 3 hours of comp time for every 12 hours while training provisional Telecommunications Officers.

4. Lunches & Breaks (Paid)

- Per each 12-hour shift, each Telecommunicator will be given 30 minutes for lunch and two 15-minute breaks. In the event of an emergency, the essential employee will report back to the communications room.

- If three Telecommunicators are on duty, lunches and breaks can rotate without issue. The Telecommunicators may also choose to combine the lunch and the two breaks into a 1-hour long continuous break.
- If only two Telecommunicators are on duty, one Telecommunicator can take lunch/break on the property of the Police Department. As essential personnel they may be called back to the communications room in the event of an emergency. If there are available on-duty Officers that are certified in the telecommunications equipment, they may be utilized to provide coverage during lunches/breaks.
- The Shift/Station Commanders have the authority to adjust and assign lunch and break periods in order to provide for public safety and convenience.

5. Holiday Pay

- Employees shall receive straight time pay for all recognized paid holidays for the particular calendar year with the payment of holiday pay to be made in the month of December in said calendar year.
- Holiday pay shall be incurred on the actual holiday versus the day observed by the Administration in accordance with the PBA contract.

At the end of the trial period an assessment will be made by all parties and a determination will be made as to the effectiveness of the schedule compared to the current Telecommunicators' Schedule.

If during the trial period, the schedule is found to be ineffective or impracticable, the Telecommunicators will revert back to its current schedule only if mutually agreed upon by all parties.

